Rock Hill SCHOOL DISTRICT THREE OF YORK COUNTY	Rock Hill Schools Request for Proposal (RFP)	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	22-2325 RHSD February 10, 2023 Page Putnam 803-981-1054 PPutnam@rhmail.org

STMS Cabling Upgrades

DUE DATE (Opening Date/Time): March 10, 2023 at 10:15 a.m.

MANDATORY PRE-BID WALK THROUGH: Tuesday, February 28, 2023 9:00 AM at Saluda Trail Middle School

LAST DAY FOR QUESTIONS: March 2, 2023 at 10:00 a.m.

NUMBER OF PROPOSALS TO BE SUBMITTED: one (1) original UNBOUND copy, three (3) hard copies and one (1) USB drive must be hand delivered **or** mailed to the address below. One (1) additional copy must be submitted to Service Associates (see page 4).

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:
Rock Hill Schools Procurement Services 386 East Black Street Rock Hill, SC 29730 **Solicitation Number and Opening Date must appear on the envelope.**

CONFERENCE TYPE: None	**LOCATION: None**
ADDENDUM(S)	**Any addendum(s) will be posted at the following web address:** http://www.rock-hill.k12.sc.us

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:

- **Bound by the requirements, terms, stipulations, and terms of the solicitation.**
- **Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.**
- **Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.**

NAME OF OFFEROR (Full legal name of business submitting the offer)	**OFFEROR'S TYPE OF ENTITY:** **(Check one)** □ **Sole Proprietorship** □ **Partnership** □ **Corporate entity (not tax-exempt)** □ **Tax exempt corporate entity** □ **Government entity (federal, state, or local)** □ **Other** _____
AUTHORIZED SIGNATURE **(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)**	

TITLE (Business title of person signing above)		(See "Signing your Offer" provision)
PRINTED NAME (Printed name of person signing above)	**DATE SIGNED**	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.)	**TAX IDENTIFICATION NUMBER:**

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	**NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)**			
	Area Code	**Number**	**Ext.**	**Facsimile**
	E-mail Address			

□ **Payment Address same as Home Office Address** □ **Payment Address same as Notice Address (check only one)**	□ **Order Address same as Home Office Address** □ **Order Address same as Notice Address (check only one)**

ACKNOWLEDGMENT OF ADDENDUM(S)

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

Minority Participation:

Are you a SC Certified Minority Vendor - Yes □ No □
If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor - Yes □ No □

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I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

1. **INSTRUCTIONS TO BIDDERS:**
   A. Proposals shall be publicly opened at **10:15 AM** on, **March 10, 2023**. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed Proposals shall be mailed to the **Procurement Services Attention: RFP#22-2325 RHSD** located at 386 East Black Street Rock Hill, SC 29730.

   B. Proposals shall be submitted **NO LATER THAN 10:15 AM** in the place and manner as described in paragraph 1A above. Proposals received after 10:15 AM shall be late Proposals. Late Proposals shall not be considered for award and will be returned to the vendor unopened.

   C. Proposal responses delivered via common carrier should be shipped in sufficient time prior to the due date to allow adequate transit time and to avoid any unforeseen delivery delays.

   D. One additional hardcopy of the proposal must be submitted as follows: **Service Associates, Inc. ATTN: Oliver Frail RFP#22-2325, 225 Cook Street, Rural Hall, NC 27045.**

   E. The District shall not accept responsibility for unidentified Proposals.

   F. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.

   G. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.

   H. The District shall not accept oral, emailed, or FAXED Proposals.

   I. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"
   The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

   K. **MANDATORY PRE-BID WALK THROUGH** - There will be a Mandatory Pre-Bid Walk Through beginning at 9:00 AM on Tuesday, February 28th, 2023 at Saluda Trail Middle School, 2300 Saluda Road, Rock Hill, SC 29730. All interested service providers wishing to participate in the Mandatory Pre-Bid Walk Through are requested to register their interest in attendance by emailing 2023Rockhill@district.us.com prior to the walk through.

   L. Vendors will be required to sign in at the front office at each location included in the walk through and only those vendors in attendance at all locations will be eligible to provide a proposal. Any questions that come from walking the buildings and viewing the sites must be submitted to 2023Rockhill@district.us.com and answers will be provided by release of an addendum.

2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.

3. **AMBIGUOUS PROPOSALS:** Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

4. **BIDDERS QUALIFICATIONS:** Proposals shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

5. **ACKNOWLEDGEMENT OF ADDENDUM(S):**
   A. Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
   B. It is the bidder's responsibility to determine whether they have received any or all addendum(s).

6. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

7. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**
   A. Questions regarding this RFP MUST be in writing VIA EMAIL to RFP#22-2325, 2023Rockhill@district.us.com. All other communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.
   B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
   C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this solicitation for any reason except as authorized by the Director of Procurement Services. Violation of this provision may result in rejection of the vendor's response.
   D. Questions will be answered by issue of Addenda sent out to the entire list of potential offerors that have registered by email at 2023Rockhill@district.us.com. Addenda will also be posted to the Form 470 within the EPC Portal. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

8. **WITHDRAWAL OF PROPOSALS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of Proposals. All requests to withdraw Proposals must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

9. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

10. **SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

11. **FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive Proposals for the same items may be removed from the applicable bid lists.

12. **EXCEPTIONS**: Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded

13. **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.

14. **RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Procurement Services. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Proposals or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.
Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Procurement Services. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

15. **SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

16. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

    Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

17. **BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

18. **POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the Procurement Services Department website and Vendor Registry.

19. **PROPRIETARY INFORMATION:** Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "CONFIDENTIAL."

19. **AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in the award criteria.

    Therefore, individual prices per item must be indicated on the Proposal form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive

any informalities and/or irregularities thereof. In the event that identical proposals are received on like items, the Director of Procurement Services shall award proposals in accordance with the District's Procurement Code.

This solicitation document, any addendum(s), and record of negotiation will become a part of the contract when awarded.

TERMS AND CONDITIONS

1. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury

2. **TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Procurement Services, provided a thirty (30) calendar day advance written notice is given to the Vendor.
Termination for convenience. In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
Termination for Cause. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.

3. **EXAMINATION OF RECORDS:**
Rock Hill Schools has the right to audit the books and records of the vendors that pertain to this purchase order, both independent of, and pursuant to, the District's Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.

   The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

   Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

4. **COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

5. **SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

   By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

6. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special

conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

7. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

8. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

   Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

9. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.

10. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
    - Name of business concern
    - Contract number or other authorization for delivery of service or property
    - Complete description
    - Price and quantity of property or service actually delivered or executed
    - Payment terms
    - Name where applicable
    - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
    - All invoices shall be submitted via email to APINVOICES@rhmail.org with the Company name and purchase order# referenced in the subject line

11. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The vendor shall include with his/her Proposal delivery dates for each item as requested and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.

12. **DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

13. **NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOLS resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

14. **PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.

15. **SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors 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 application, 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 above. Applicant has not, within a three–year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

16. **INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill Schools, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

    Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

17. **INSURANCE REQUIREMENTS:** Contractor shall maintain, throughout the performance of its obligations under this contract, 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 contractor or any of its 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.

    The successful contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

    A. WORKERS' COMPENSATION
    Statutory limits covering all employees, including Employer's Liability with limits of:

$500,000	Each Accident
$500,000	Disease - Each Employee
$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Each Occurrence
$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY
$1,000,000 Combined Single Limit - Any Auto

18. **WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

19. **LIABILITY**- The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

Laws

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

20. **SAFETY, DAMAGE OR THEFT:**
Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

21. **SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill Schools' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

22. **UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

23. **FORCE MAJEURE:** Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

24. **CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:** By submission of this bid, the bidder as the prime contractor does hereby agree:

A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;

B. To provide Rock Hill Schools with any documents required to establish such compliance upon request; and

C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

25. **CONTRACT DOCUMENT:** This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded.

26. **STUDENT AND STAFF SAFETY:** The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquires/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted annually or more frequently or as required by the District if the bidder has the potential to be in the presence of students. Student, parent, and participant information shall be kept confidential and shall not be disclosed for any purpose.

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statues and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the Rock Hill Schools facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

27. **Rock Hill Schools COVID-19 Guidelines:** Due to Rock Hill Schools COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SC DHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves and masks available, screening all onsite personnel daily using the District's COVID-19 Screening Form which includes symptomatic screening questions and a temperature check. If any of the listed symptoms are present or if the worker's temperature is greater than 100.4, the worker will not be allowed on site. Contractors agree to notify the District if any onsite personnel report symptoms.

II. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Capability: The ability of a bidder to fulfill the contract at time of award.

Consultant: To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.

Consultant Services: Services of an advisory nature to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in house or from within the entity.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Firm: A for-profit business, usually formed as a partnership that provides professional services, such as legal or accounting services. The theory of the firm posits that firms exist to maximize profits.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference(Meeting): A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Request for Proposals (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

(Definitions above provided by the National Institute of Governmental Purchasing and Free Dictionary.com)

I. INTRODUCTION

This solicitation is a Request for Proposal (RFP). Rock Hill Schools will conduct a formal selection process to determine the best qualified offeror's that meet the District's requirements as indicated herein. A selection committee will review and evaluate the submittals. The submittals will be assessed in accordance with the following evaluation criteria:

- Cost 50%
- Qualification and Experience 30%
- Past Performance 10%
- Project Approach and Understanding Plan 10%

Top scoring respondents may be short-listed and invited to an interview.

Rock Hill Schools is an equal opportunity employer and encourages Local Business and Small Women-Owned, Minority Business Enterprise (SMWBE) in accordance with Division of Small and Minority Business Contracting and Certification (SMBCC) and/ or similar state or federal certification programs participation to the extent legally feasible.

II. GOALS AND OBJECTIVES

a) The objective of this Request for Proposal (RFP) is to contract with a single vendor to provide new network cabling installation, as well as demolition and disposal of existing outdated cabling for the location of Saluda Trail Middle School.

b) An objective is to meet all cabling needs in the most cost effective and efficient manner. The vendor will have to separate billing to distinguish cabling installation charges that are 100% eligible for E-Rate reimbursement from charges that are not 100% eligible for E-Rate reimbursement. The quantities described in this RFP are estimates only.

c) An objective is to obtain fixed pricing to add capacity to the end-to-end network cabling system to support Saluda Trail Middle School. Any RFP response that does not outline pricing on a "Firm/Fixed price" basis, may be eliminated from further consideration.

III. BACKGROUND

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 internet access, telecommunications products and services, internal connection products, services and maintenance 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 project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contracts(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

IV. SCOPE OF SERVICES

Rock Hill Schools is a SC Public School District with 31 instructional locations and a District Office, and total enrollment of approximately +/- 17,000 students. The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to provide a complete network cabling solution that covers all steps from the initial site survey to equipment acquisition and complete installation, including cabling and, if necessary, upgrades to existing infrastructure for the location of Saluda Trail Middle School. The RFP provides vendors with the relevant operational, performance, and architectural requirements of the system.

SCOPES OF WORK FOR STMS CABLING UPGRADES:

Project includes installation of approximately 250 CAT6 data drops, 80 AP drops and 9 runs of single mode fiber offering reliable performance up to 10 GB throughout Saluda Trial Middle School offices that meets or exceeds industry standard.

1. CABLE: Data distribution shall be General Cable GenSpeed 6000 or equivalent. All data distribution cables shall meet or exceed the Category 6 specifications. All cable installed in an air plenum environment must be plenum rated and have low smoke properties in accordance with the National Electric Codes. Vendor shall ensure that plenum-type cable is installed where required. The contractor must be a certified installer of the manufacturer they are representing; they must also warrant the installation for at least 25 years or more. A statement of warranty must be included in your bid proposal. All cables installed must also be certified, and tested for the rated attenuation with reports provided.

2. WALL INSTALLATION: Dual drop locations should be finished through the walls

3. RACEWAY INSTALLATION: Use existing raceway and cabling trays if agreed upon during walkthrough. Replace or add on raceways and cabling trays if applicable and determined during walkthrough. Drops unable to be fished should receive raceway (Non-metallic raceways inside of offices and metallic raceways that will route from above the drop ceiling to the outlet locations. All necessary covers, end caps and fittings will need to be provided for a complete surface mount raceway. All colors of raceway must be coordinated with the Project Manager.

4. CABLE INSTALLATION SPECIFICS: All cable must be run inside the wall or within the raceway. Cables need to be properly dressed and secured. All cables and faceplates must be labeled with a machine generated label per industry standards and following Rock Hill Schools labeling protocol. Cabling system within MDFs and IDFs should include CAT6: Patch panels, modular jacks, patch cords, cables, and couplers. Installation includes all terminating required. Wiring connections from MDF to IDF or other switches as needed with Fiber.
   a) All cables shall be independently supported throughout the entire project as recommended.
   b) All cables shall be protected from harm while passing through spaces that are not the property of the Owner.
   c) The contractor shall route in-groups or similar type color coded wiring (i.e., each data distribution cable shall be grouped with its kind).
   d) Cables shall be routed point-to-point (home run). Cables shall not be spliced.
   e) All fiber and data cables runs must have a ten (10) foot service loop on the MDF end of the cable and a three (3) foot service loop at the jack end.
   f) All cabling installed in the ceiling must be hung at least 8-inches above the finished ceiling. All cable must be routed to avoid fluorescent light fixtures or electric motors.
   g) The outside sheath of any cable shall not be damaged.
   h) The contractor shall terminate cables properly on both ends.
   i) The contractor shall provide proper temporary protection for cables after pulling is complete but before final dressing and termination is complete.

j) Cable shall not be left lying on the floor or on top of drop celling grids.
k) The contractor shall use Velcro-styled straps to tie-wrap all cables. Tie-wrap shall occur on two (2) foot intervals.
l) Traditional cable ties shall be used where required to properly support cables and to protect them from harm or other environmental elements (i.e., to be used in ceilings to keep cables off of lighting fixtures or ceiling grids).
m) During installation, the contactor shall comply with the manufacturer's recommendation for pulling tensions.
n) The contactor shall comply with the manufacturer's recommendation for the short- and long-term minimum bend radius.
o) Installation includes J-Hooks as required.

5. WORKSTATION TERMINATION: All cable connecting hardware and terminations shall meet the following standards:
   The contractor shall:
   a) Install all connecting hardware per manufacturer's instructions and
   b) recommendations.
   c) Field terminate all cables unless otherwise noted.
   d) Terminate cables in proper order and sequence.
   e) Utilize proper tools when performing terminations.
   f) Leave no more than a 0.50 inch of untwisted cable at the terminated ends.

6. INFORMATION OUTLETS: All 8-pin modules shall be CAT6 and wired according to wiring code. Any modular furniture faceplates must be test-fitted with the furniture prior to fulfilling the project's required quantities and provide the proper faceplate for the location.

7. TYPICAL CONFIGURATION: The typical information outlet, wall or furniture mounted, shall contain one (1) modular keyed/non-keyed RJ-45 type jack unless specified as other on the drawings. All jacks will provide a universal DATA and VOICE functionality and shall be terminated sequentially on the patch panel. All colors for outlets and faceplates must be coordinated with the Project Manager.

8. MODULAR FURNITURE OUTLETS: All modular furniture outlets must be coordinated with other trades to ensure properly sized "in-feeds" and pathway capacity. All cables exiting a wall cavity or floor sleeve must be protected until the cables enter the furniture system. Any costs for scheduling offsets or "come-backs" for dressing the furniture must be included in base bid price. Cable Run per Workstation: Each typical workstation (information outlet) shall receive two (2) separate cables. Each cable shall be) terminated on one (1) raceway plate. Splitting of cables onto multiple jacks is not acceptable.

9. WORKSTATION CABLE RUN LENGTH: The maximum run of cable from any workstation to an IDF closet, or to the MC shall not exceed 290 linear feet with an allowance for patch cords. The overall length of the circuit (including patch cords) from desktop device to LAN equipment shall not exceed 100 meters.

10. IDF TERMINATION DETAILS:
    a) All data station cables shall terminate sequentially on termination panels where they will be patched with RJ-45 patch cables of appropriate length to the network switch.
    b) All data station cables shall be terminated onto rack-mounted patch panels Patch panels shall be flat or angled modular patch panels. Additional Patch panel work room will be needed

11. SWITCH STATION PANELS: 24 or 48 port Category 6 rack-mounted modular patch panels, or equivalent, that accept modules for UPT, and fiber optic. Patch panels shall be wired. All patch panels shall provide space for a label for each port in the back. Installation Guidelines:
    a) Provide and install modular patch panels onto racks in the IDFs for terminating the data distribution cables and tie cables.
    b) Provide and install machine-printed label strips on the front and for each port of the patch panels.
    c) Terminate the distribution cables in proper outlet labeling order.
    d) Terminate individual cable pairs utilizing proper tool.
    e) Provide and install horizontal and vertical wire management panes. There shall also be a wire management panel between each 2 rack units of flat modular patch panel.

12. STATION PATCH PANEL CONFIGURATION:
    a) The contractor shall install the data station cables such that the data ports appear from left to right on the station patch panel with "Data 1" appearing next to "Data 2" and so on across the entire row before moving down to the next row.
    b) Each patch panel port shall have a typed, non-smearing label using a self-adhesive sticker indicating the port number in accordance with the Cable Identification and Labeling section.
    c) All labels shall be machine generated. Hand-written labels will not be accepted.
    d) Patch Cables: The contractor shall provide all patch cables required for completing Ethernet connections between the equipment patch panels and station patch panels. Provide one (1) patch cord of the appropriate size for each data cable installed. These patch cables call be double ended RJ-45 TIA Category 6 cables. Cables shall be of the same manufacturer of the structured cabling solution and shall be part of the channel warranty.

13. CATEGORY 6 CABLE SYSTEM TEST:
    a) Each data outlet and cable shall be tested and certified for permanent link compliance with TIA Category 6.
    b) Each pair shall be tested end-to-end (from the outlet port through the port at Category 6 data patch panels). Two (2) ten (10) foot patch cables shall be used at the test unit end so that the outlet, outlet termination, cable and termination block can be observed in the test.
    c) End-to-end attenuation loss and near-end cross-talk shall be tested and shall meet or exceed Category 6 TIA 568-C requirements.
    d) All tested cables shall pass all performed tests.
    e) End-to-end attenuation loss and NEXT shall meet or exceed Category 6, TIA 568-C requirements.

Test Results: the test results for all UTP cables shall include in the reports:

1. Overall cable length.
2. System continuity.
3. Proper connectivity.
4. Open pairs.
5. Short circuits.
6. Reversed pairs.
7. EMI noise induction.
8. Damaged cable.
9. Stretched, kinked or crimped cable.
10. Attenuation load in dB.
11. NEXT in dB.

Successful Test / Certification:

a) The contractor shall download the results and measurements obtained from the cable point testing to a computer program. The contractor shall tabulate individual test results in chart and graph forms. The test result(s) shall be submitted to the owner and engineer for evaluation and approval.
b) The contractor shall comply and implement all comments from the owner or the engineer without any additional cost to the owner. Upon receipt of approval, the contractor shall certify the cable and issue a warranty for a minimum of twenty-five (25) years.
c) If a problem or fail test occurs, the contractor shall evaluate and remedy the problem without any additional cost to the owner.
d) After a problem has been remedied, the contractor shall retest the circuit and resubmit the test result to the owner and engineer for analysis. The contractor is to continue this process until required results are achieved.
e) The contractor is responsible for correcting and resolving any issues raised by the owner or its representative with respect to workmanship or deviation from standards stated herein.

14. DOCUMENTATION: Documentation is to be submitted for approval prior to commencement of work. The above tests results shall be furnished in writing to Rock Hill School District Tech office prior to acceptance. The contractor will provide all documents easily understood for each system as follows:
    a. Inside Wiring Cable Records (two (2) copies) showing station IDs and Cable Routes. Station cables shall be marked red. Riser cable shall be marked green. Inter-closet cable / tie cable (if applicable), shall be marked blue.
    b) Cross-Connect Reference Indexes for Cable, IDF and MDF I.D. (two (2) copies).
    Material Lists for Network Cabling Projects:
    c) Required for Cabling Project Bid– List all materials by Part Number, Brand, Description, and Quantity. This is mandatory to better evaluate each bid. Material List (Total Costs include everything needed to complete the project, (i.e. Patch Cables, Patch Panels, Keystone Jacks, Face Plates, etc.).

15. VENDOR QUOTE REQUIREMENTS:
    All quotes must meet the following general requirements for network cabling/wiring:
    - Data/Cabling Requested
    - Cabling and all associated equipment and cabling will be required to provide data to access points.
    - Vendor will provide parts, materials, installation and testing. A cabling map for the site is included in this RFP.
    - Provide new data grade wiring from IDF/MDFs to designated Device Cable Termination (DCT)
    - Termination of data cables at provided network patch panel
    - Cable colors (ex. Green for AP) and jacks' colors coordinated with the District's Color code protocol.
    - Cables should be in available cable tray, suspended every 4 feet in drop ceilings using J or D style hooks or in enclosed conduit
    - Labeling patch panels and wall plate jacks with indelible labels/ink indicating closet location and unique identified port number
    - Color code ports per coordination with the District
    - Provide testing with documentation of cable runs to meet specifications – end to-end
    - The vendor must supply all supervision, tools, equipment, hardware, material, transportation, and construction, and all other related services unless specific provisioning by the customer has been denoted.
    - The vendor is responsible for providing all necessary working/building permits required under this contract, which includes, local, state, or federal permits, as needed.

- The vendor will be responsible for repair of all damage to the building due to the negligence of its workers.
- During the contract period the vendor will abide by all fire and safety regulations.
- Upon completion of any repair, replacement or installation activity, the vendor must provide evidence of the completion with a successful test on said system with results provided to owner in owner specified format (s).
- The vendor will be responsible for the prompt correction of all defects in the system.
- The vendor must leave the premises clean and neat including having all ceiling tiles in place after each work session.
- All work must be coordinated through a designated contact before the beginning of the installation work and must be requested by the Network Administrator.
- *Cabling/Installation Specifications*
    - Responsive bidders will provide a complete design and itemized quotation for a Structured Cabling System.
    - Bidder is responsible for providing evidence that all materials and installation practices will meet or exceed BICSI specifications for CAT6 (minimum) materials and installation.

The District encourages interested service providers to offer proposals for any, each, or all of the categories of services listed above. The District will negotiate and award contracts as it deems necessary. It is the intent of the District to award two-year contract(s) featuring an option for voluntary extensions. 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 three (3) 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.

Each location is connected via WAN and Internet access infrastructure provided by the District. The District's LAN/WAN environment is predominantly Ethernet and the Network Server platform is predominantly Microsoft. Fiber ring technology provides connectivity of each location to the District's WAN. A total of five fiber rings have been implemented to ensure the required bandwidth for each location, which varies from 1 Gbps to 2 Gbps for all of the District's elementary, middle, high and administrative facilities. The WAN fiber rings are connected to the District's server farm along with our internet connection, which is currently a 5 Gbps circuit.

The District's Network Systems that utilize Microsoft operating systems for both servers and user devices. Network Electronics include but are not limited to Cisco/Meraki wireless access points, Cisco/Meraki Network Gear, Brocade, and Palo Alto. The District maintains and adheres to the network design it has developed over time. The District will take this IT Standard into account as illustrated in the evaluation criteria on Page 22 of the RFP.

V. SERVICE PROVIDER REQUIREMENTS

The District expects the Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

1. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number).
2. 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**.
3. Products and services must be delivered before billing can commence.
4. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

5. Goods and services provided shall be clearly designated as "E-rate Eligible". Ineligible goods and services shall be clearly called out as 100% ineligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
6. 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 five (5) days to questions associated with its proposal.
7. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC.
8. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

VI. UNIVERSAL SERVICE FUND

The Contractor must have a Form 498 ID Number and must be a vendor in good standing with USAC-SLD (the E-Rate Program). The District will post 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 a FCC Form 471 Application(s) with the SLD for funding of these services. The successful Contractor must possess a Service Provider Identification Number (SPIN) and will be required to bill in accordance with SLD guidelines using the method determined by the District – Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR).

By submitting to this request for proposal 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 cooperate with the District in applying for and receiving these allocations/disbursements and applying these to any billing that would be received from the contractor for services.

VII. ELABORATION AND CLARIFICATION

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the RFP. If, after examination of the various terms and conditions and requirements of this RFP, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. Questions regarding this RFP MUST be in writing VIA EMAIL to RFP#22-2325, 2023Rockhill@district.us.com. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 10:00AM on **March 2, 2023** which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response.

No questions may be directed to or contacts made with members of the Rock Hill Schools Board, Superintendent, or any District staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.

VIII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

All proposals shall be submitted to Rock Hill Schools no later than **March 10, 2023** at 10:15 AM. Contractors shall deliver one (1) original **UNBOUND** copy, three (3) hard copies and one (1) USB drive of the information requested above. One additional hardcopy of the proposal must be submitted as follows: **Service Associates, Inc. ATTN: Oliver Frail RFP#22-2325, 225 Cook Street, Rural Hall, NC 27045.** Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **"RFP#22-2325 RHSD STMS Cabling Upgrades."** All late proposals will be rejected. The District is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

All Responses shall be on 8 1/2" x 11" paper with all standard text no smaller than twelve (12) points. The total page count shall not exceed twenty- five (25). Response shall be double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. **Failure of the respondent to organize the information required by this RFP as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this RFP.** The Contractor, however, may reduce the repetition of identical information within several sections of the RFP by making the appropriate cross-references to other sections of the response. Submittals shall include the following information divided by **tabs**:

1. **Pages 1 and 2 of this Request for Proposal.**
2. **Company Background and Capability Statement**

The following information shall be listed in this section:

- Name of primary contact, address, phone number, and email.
- State the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

Also include the following descriptive information:

- Business philosophy and mission statement.
- Disclosure of any involvement by the organization or any officer of principal in any material business litigation, judgments, and/or list of bankruptcy or organization proceedings within the last five (5) years. Include the current status and/or disposition.

3. **Qualifications and Experience**

The following are minimum requirements for the respondents. Failure to submit this information shall deem the Service Provider as non-responsive. Proposal shall include evidence of the following:

- E-rate 498 Supporting Documentation to show their current Service Provider Annual Certification (SPAC) status as active
- FCC Green Light Status

4. **Past Performance**

The Consultant must demonstrate their knowledge and expertise to perform the requirements of the scope of work, including network systems integration. Consultant shall have a proven track record of a minimum of five (5) years of experience and must provide five (5) references, on Appendix I, where similar services, as indicated in the Scope of Work, were performed in a K-12 environment only.

5. Proposed Scope of Work, Approach and Understanding

Describe how the company will complete the scope of work, beginning with preliminary meetings with the District through completion of the project. Include an organization chart of the key employees that will be assigned. Additionally, discuss why your company should be selected by the District.

6. Cost Proposal

The cost proposal shall be submitted **separately in a sealed envelope**.

7. Appendices

The Consultant shall complete the following Appendices:

- Appendix I- Saluda Trail Middle School Diagram
- Appendix II- References
- Appendix III- Non-Collusion Affidavit
- Appendix IV- Conflict of Interest
- Appendix V- Certificate of Eligibility

IX. EVALUATION CRITERIA

The committee, comprised of District employees and representatives, will review each submittal based upon the criteria listed below.

RFP Evaluation Criteria	Maximum Points
1. Cost	50%
2. Qualifications and Experience Evaluation will include relevant experience and required qualifications, key personnel, , and experience with similar projects.	30%
3. Past Performance Evaluation will include the review of past projects.	10%
4. Project Approach and Understanding Evaluation will include the effectiveness of the Contractors organizational project management structure and their facility capabilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet the implementation schedule.	10%

X. TENTATIVE SCHEDULE OF EVENTS

Proposal Issue Date	February 10, 2023
Mandatory Pre-Bid Walk Through	February 28, 2023 at 9:00 AM
Last Day for Questions	March 2, 2023 at 10:00 AM
Proposal Due Date	March 10, 2023 at 10:15 AM

XI. AWARD CRITERIA

It is to the sole discretion of the District to determine the award method. Award will be made to the highest ranked, responsive and responsible offeror(s) whose offer is determined to be the most advantageous to the District.

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XII. APPENDICES

Appendix I- Saluda Trail Middle School Diagram

Appendix II- References

Appendix III- Non-Collusion Affidavit

Appendix IV- Conflict of Interest

Appendix V- Certificate of Eligibility

APPENDIX II- REFERENCES

REFERENCE #1	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

REFERENCE #2	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

REFERENCE #3	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

REFERENCE #4	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

REFERENCE #5	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

Service Provider must ensure the accuracy of the contact information.

Failure to provide accurate information may result in a lower evaluation.

APPENDIX III- NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) **I AM** _____ of _____, the Respondent that has submitted the attached RFP:

(2) **I AM** fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP:

(3) Such RFP is genuine and is not a collusive or sham RFP:

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham in connection with the Contract for which the attached RFP has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **District** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

_____ _____

Printed Name Signature

_____

Title

Subscribed and sworn to before me

this _____day of _____,20_____

_____

(Notary Public)

My commission expires _____

APPENDIX IV- CONFLICT OF INTEREST

I,_____ (Offeror), on behalf of myself and my company, and my sub-Contractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill Schools vendor database. It may further result in termination of any contractual relationship with Rock Hill Schools (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.

3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-Contractor(s), nor does Offeror or Offeror's sub-Contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my sub-Contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-Contractor(s) in order to solicit or secure an agreement with Rock Hill Schools, as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.

5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a Contractor's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors.

The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☐ **No known actual or potential Conflicts of Interest are subject to disclosure.**

☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill Schools.**

6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-Contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX V- CERTIFICATION OF ELIGIBILITY

Certificate Regarding Debarment, Suspension, or Ineligibility

Rock Hill Schools is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

_____
Company Name

_____ _____
Printed Name of Authorized Representative Title

_____
Signature of Authorized Representative

_____
Date

Universal Service Administrative Co.

FCC Form 470 – Funding Year 2023

Form 470 Application Number: 230020054
RHSD3-22-2325 STMS CABLING UPGRADES

Billed Entity

ROCK HILL SCHOOL DISTRICT 3
386 East Black Street
ROCK HILL, SC 29730
YORK
803-981-1000
Billed Entity Number: 127242
FCC Registration Number: 0001859909

Contact Information

Oliver Frail
ofrail@serviceassoc.com
828-337-4188

Application Type

Applicant Type: School District
Recipients of Services: Adult Education; Pre-K; Public School; Public School District

Number of Eligible Entities: 31

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
Service Associates Inc	16043663	828-337-4188	ofrail@serviceassoc.com

Consultants

Name	Phone Number	Email
Jamie Tomlinson	704-650-9697	jtomlinson@serviceassoc.com
Oliver Frail	828-337-4188	ofrail@serviceassoc.com

RFPs

Id	Name
155849	RHSD3 22 2325 STMS Cabling Upgrades

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs

Description of Other Functions

Id	Name
Narrative	

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Internal Connections	Cabling	No Preference		1	10000	Feet	Yes	155849

Description of Other Manufacturers

Id	Name

Narrative

THANK YOU FOR YOUR INTEREST IN PROVIDING SERVICES TO ROCK HILL SCHOOLS. THE DISTRICT INTENDS TO AWARD MULTI YEAR CONTRACTS, FEATURING VOLUNTARY EXTENSIONS. ALL OF THE DISTRICT PROCUREMENT RESTRICTIONS AND REQUIREMENTS ARE DETAILED IN RFP NO RHSD3-22-2325. PLEASE NOTE: IT IS A REQUIREMENT OF THE SOLICITATION THAT ALL COMMUNICATIONS/QUESTIONS REGARDING THIS FORM 470 BE DIRECTED IN WRITING TO 2023ROCKHILL@DISTRICT.US.COM. THIS EMAIL DISTRIBUTION GROUP INCLUDES BUSINESS AND TECHNOLOGY CONTACTS AT THE DISTRICT. ALL QUESTIONS WILL BE ANSWERED BY ISSUE OF ADDENDA. ATTEMPTS TO CIRCUMVENT THIS PROCESS, BY CONTACTING DISTRICT PERSONNEL DIRECTLY COULD DISQUALIFY A BIDDER FROM THIS PROCUREMENT. PLEASE CAREFULLY REVIEW THE RFP NO. RHSD3-22-2325. 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.

Technical Contact

State and Local Procurement Restrictions

PLEASE CAREFULLY REVIEW THE "NARRATIVE" SECTION OF THIS FORM AND THE CORRESPONDING RFP. ALL OF THE APPLICABLE STATE AND LOCAL PROCUREMENT RESTRICTIONS AND REQUIREMENTS ARE DETAILED IN THE RFP. PER THE RFP, QUESTIONS REGARDING THIS PROCUREMENT MUST BE SUBMITTED IN WRITING, BY EMAIL, TO 2023ROCKHILL@DISTRICT.US.COM. ATTEMPTS TO CIRCUMVENT THIS PROCESS, BY CONTACTING DISTRICT PERSONNEL DIRECTLY COULD DISQUALIFY A BIDDER FROM THIS PROCUREMENT.

Billed Entities

Billed Entity Number	Billed Entity Name
127242	ROCK HILL SCHOOL DISTRICT 3

Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding $50 million.

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person
Oliver Frail
Service Associates Inc

225 Cook Street
Rural-Hall, NC 27045
828-337-4188
ofrail@serviceassoc.com

Certified Timestamp
02/10/2023 06:04 PM EST