



SOLICITATION NO.: Tech2023-01

REQUEST FOR PROPOSAL (RFP)

FOR

Network Switches

**Rockdale County Public Schools
960 Pine Street NE
Conyers, GA 30012**

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Proposal Conditions

Section I - Preparation and Submission of Proposal

1. Introduction

- a. To be entitled for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed proposals, one original and three copies (1 original and 3 copies) shall be mailed to the office of the Rockdale County Public Schools, Attention: Director of Technology, 960 Pine Street NE, Conyers, Georgia 30012.
- c. Proposals received after 11:00 AM EST on Friday, March 3, 2023, will not be considered.

Release of Request for Proposals	February 1, 2023
Deadline for Written Questions	11:00 AM (EST) February 10, 2023
Email Questions to: dfort@rockdale.k12.ga.us	
Questions and Answer posted on https://tinyurl.com/Tech2023-01	5:00 PM (EST) February 13, 2023
Request for Proposal Due Date ATTN: Derek Fort Rockdale County Public School 960 Pine Street NE Conyers, GA 30012	March 3, 2023
Evaluation of Proposals	March 6 - 8, 2023
Projected Proposal Award	March 9, 2023
Implementation of Services	July 1, 2023

- d. The Rockdale County Public Schools Board of Education reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of Rockdale County Public School BOE on such matters shall be final.
- e. During the entire period of solicitation, proposal, and evaluation, no offeror shall contact any member or employee of RCPS concerning the solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.

2. Request for Proposal Process

This solicitation is a Request for Proposal (RFP). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirements. The Offeror-provided proposal(s) will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because the Offeror’s proposal may be awarded based on the initial evaluation. Often, however, it will be necessary to hold discussions with Offeror (s) about their proposal. This will be done after the initial evaluation. The results of the evaluation will be reviewed, and a “competitive range” will be selected for discussions. Essentially, if an offeror’s proposal is not evaluated as having a chance for an award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the Offeror and Rockdale County Public Schools.

Offerors in the “competitive range” may be notified of the weaknesses in their proposals and given an opportunity, in discussions, to assure they understand the weaknesses. At the end of discussions with all offerors, best and final offers (BAFO) will be accepted from the offerors in the competitive range.

The BAFO’s will be evaluated, and the results reported to a selection official who will select the proposal that presents the best value to Rockdale County Public Schools. This selection will then be presented to the Rockdale County Public Schools Board of Education

3. Government Entity

The government entity, the owner for whom work will be executed, is:

Rockdale County Public Schools, Georgia (hereinafter “RCPS”).

4. Preparation of Proposals

- a. All proposals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.

- b. Specifications used are intended to be open and non-restrictive. Potential Offeror (s) are invited to inform the RCPS Director of Technology whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled receipt of proposals will not be acted upon unless the RCPS Director of Technology rules it is in the best interest of RCPS to consider.
- c. Brand names and numbers when provided in solicitation are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is stated). Proposals on equal items will be considered, provided the proposal clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- d. By submitting a proposal, the Offeror warrants that any goods supplied to RCPS meets or exceeds specifications set forth in this solicitation, except as may be otherwise noted in Offeror’s exceptions.
- e. If proposing on other than the make, model, brand or number as requested in the solicitation and offered as an equal, complete technical information, specifications, manufacturer’s name and catalog reference shall be clearly stated in the proposal. Any deviation between brand offered and brand specified shall also be clearly indicated. A complete list of deviations and a descriptive catalog cut shall be attached to the proposal.
- f. If any supplies, materials, and equipment are provided to RCPS under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to RCPS will be deemed to be in bad faith, and appropriate action will be taken by the RCPS Finance Department.
- g. To be considered for award, goods of foreign manufacture shall meet all specifications contained in the solicitation, shall be in stock in the Continental United States, and shall be available for immediate shipment at the time an offeror submits a proposal.

- h. The Department of Technology will be the sole judge in determining as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the Offeror.
- i. Time of delivery is a part of the solicitation and an element of the proposal that is to be awarded. If the Offeror cannot meet the required delivery date, a proposal should not be submitted. Offeror(s) may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in "calendar" days. Failure to deliver in accordance with the awarded proposal could result in the Offeror being declared in default.
- j. An authorized officer of the company shall sign proposals.

5. Failure to Respond to the Solicitation

If a proposal is not submitted, return RFP and mark as "no bid."

6. Taxes

RCPS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals.

7. Charges and Extras

Proposals shall define all pricing, and all pricing must remain firm for one year. When stating equipment pricing, at minimum, the stated price shall be F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. Any additional work, such as installation, shall be clearly stated in the proposal.

8. Addenda

Offerors are notified that they must thoroughly examine proposal documents, in their entirety, including, cover sheet, table of contents, proposal conditions and specifications, Request for Sealed Proposal and Offeror's Checklist, together with Addenda thereto issued prior to the receipt of proposal.

Any addenda issued in writing during the time of solicitation shall be included in the proposal.

If any offeror or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Technology Department for interpretation. This must be submitted in writing no later than 11:00 AM on February 10, 2023.

Interpretations of proposal documents will be made by Addenda only. Copies of all addenda will be posted on the Purchasing Department Web Site, <https://www.rockdaleschools.org/cms/One.aspx?portalId=136388&pageId=602749> and uploaded to the E-rate Productivity Center (EPC), for all who have obtained a set of submittals. Rockdale County Public Schools will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to offerors as to the meaning of proposal documents. Requests for such interpretations shall be made in writing to the Director of Technology. Failure on the part of the firm to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by RCPS. All interpretations made to the Offeror (s) shall be made in the form of addenda to the proposal documents and posted to the website.

9. Withdrawal of Proposals

A proposal cannot be withdrawn after it is delivered to RCPS, unless offeror(s) make a request in writing to the Director of Technology prior to the time set for receiving the proposal, or unless the Director of Technology fails to accept or reject the proposal within one hundred twenty days (120) after the date fixed for receiving said proposals.

10. Compliance with Laws

All property or services furnished in an awarded proposal resulting from this solicitation shall comply with all applicable Federal, State, and Local laws, codes, and regulations.

11. Protest

Protests dealing with the specification or the solicitation shall be filed no later than three (3) working days prior to the proposal due date. Other protests shall be filed not later than three (3) working days after the proposal due date, or if the protest is based on subsequent actions of RCPS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. All Protests should specify exactly what is being protested. Protests are considered filed when received by the Director of Technology. Protests which are not filed in a timely manner, set forth above, will not be considered. The Contractor agrees to pay for the School District's reasonable attorney's fee and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

12. Purchasing Policy

The RCPS Purchasing Policy, Purchasing Procedures, and Purchasing Regulations are incorporated into this solicitation (and, therefore, any awarded proposal as the result of

this solicitation) by reference. By participation in this solicitation, an offeror, potential Offeror, or firm agrees to be bound by the RCPS Purchasing Policy, Purchasing Procedures, and Purchasing Regulations in any issue or action related to this solicitation.

13. Risk and Liability

Indemnification-Patent and Copyright

The Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Offeror's performance or use by the School District/public entity of materials furnished or work performed under this proposal. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

14. Suspension & Debarment

RCPS may suspend or debar offerors from bidding on or performing as a subcontractor on all District RFPs for a minimum period of one (1) year up to a maximum of three (3) years. However, if an offeror under suspension fails to correct or cure the deficiency in which they have been suspended during the suspension period, the District may convert the suspension into a debarment. Prior to formally suspending or debarring any offeror, the Director of Technology shall review and investigate all reasons and evidence supporting such a decision and shall inform the suspended or debarred Offeror in writing of such decision. The suspended or debarred Offeror may, at the conclusion of the suspension or debarment period, submit a formal request to be removed from such status. Upon receipt of this request, the Director of Technology will be required to investigate current and past performance by the debarred or suspended Offeror to determine responsibility.

Section II - Post Award

1. Assignment

By the submission of this proposal, the Offeror agrees not to assign the contract or purchase order to others unless specifically authorized in advance in writing by the RCPS Director of Technology.

2. Cost of Inspection or Testing

Cost of inspection or testing of products or materials delivered under an awarded contract or purchase order which do not meet specifications shall be paid by the Offeror.

3. Payment

The Offeror shall invoice RCPS, or if payment is to be made by line item when a single line item has been satisfactorily delivered, complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show RFP number, work performed, and period of work performance.

4. Termination for Default:

- a. In the event any property or service to be furnished by the Offeror under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Offeror with his proposal, RCPS may reject the property or service and may terminate the purchase order for default.

Prior to a termination for default, an offeror will be given the opportunity to respond to a "cure notice" and/or a "show cause notice." In either case, the Offeror will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within (5) five days of receipt of either notice. Failure to do so will be cause for termination.

In such event, with specific instructions by the Director of Technology, the Offeror shall immediately remove the property without expense to RCPS and replace all rejected property with such property or services conforming to the specifications or samples.

- b. Failure by an offeror to perform on delivery of goods or services as specified may also result in the removal of the Offeror from doing business with RCPS for a period of up to one year.

5. Permits, Taxes, Licenses, Ordinances, and Agreements

The Offeror shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, state, and Federal laws, ordinances, rules, and regulations. The Offeror shall maintain the licenses required in a current status after award.

The Offeror shall agree that in the performance of the contract or purchase order, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

6. Non-Appropriation

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Offeror by Rockdale County Public Schools solely from appropriations received by Rockdale County Public Schools. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of RCPS, no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of RCPS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Chief Financial Officer for RCPS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

7. Progress Reports

When requested by the Department of Technology, the Offeror shall furnish such reports as required.

Section III - Other

1. Non-Discrimination

The Offeror, by the submission of a proposal or the acceptance of an order or contract, does agree to provide the goods and services covered under the proposal or contract not to discriminate in any way against any person or refuse employment of any person or persons on account of color, religion, national origin, or sex.

2. RCPS Non-Discrimination

Rockdale County Public Schools does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any of its employment practices, education programs, services or activities.

3. Minority and Female Business Enterprises

It is the intent of RCPS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in RCPS Purchasing requirements.

4. Drug-Free Workplace

By submission of a proposal, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract or purchase order and that a drug-free workplace will be provided for the Offeror's employees during the performance of the contract or purchase order. The Offeror also certifies that he will secure from any subcontractor, written certification of the same drug-free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may

cause suspension, termination of contract or purchase order, or debarment of such Offeror.

5. Certification of Non-Collusion

By submitting a proposal, the Offeror certifies: “that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.”

6. Authorized Official

It is agreed that all conditions of the proposal shall be abided by and that the person signing this proposal is authorized to sign the proposal for the Offeror.

7. Solicitation Termination

In any event in which this solicitation is terminated or canceled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of RCPS for any costs incurred by offerors or potential offerors in relation to the solicitation.

8. Rights and Remedies

The rights and remedies of RCPS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. Proprietary Information

Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting the RFP after the awarded proposal. RCPS cannot protect proprietary data submitted in a proposal.

10. Georgia Law

The laws of the State of Georgia shall govern the awarded proposal between Rockdale County Public Schools and the Offeror. In the event of litigation, the exclusive venue and place of jurisdiction shall be Rockdale County, Georgia. Each Offeror is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and Rockdale County Public Schools regulations or policies pertaining to RCPS requirements.

Additional Conditions

1. Categories of Award

RCPS reserves the right to award to a single offeror, multiple offerors, or to no offerors if it is deemed to be in the best interest of RCPS.

2. Other Procedures

a. Professional Liability Insurance

Contractor will maintain at its expense: Professional Liability Insurance, with a minimum AM Best Rating of A, VII, in the amount of \$5,000,000.00 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. Proof of insurance shall be provided within fifteen (15) days of the date of written notification to the Offeror.

RCPS shall be covered as an Additional Insured under any, and all insurance required. Confirmation of this requirement shall appear on all certificates of insurance and on any and all applicable policies.

3. Receipt of Addendum Clause

Addenda issued to solicitations will be available on the RCPS website, at <https://www.rockdaleschools.org/cms/One.aspx?portalId=136388&pageId=602749>.

Addenda will also be uploaded to the E-rate Productivity Center. The RCPS Department of Technology shall not bear responsibility for receipt of addenda by mail. It is the responsibility of the Offeror to obtain copies of the addenda. If offerors do not acknowledge receipt of all addenda, the bid may be determined non-responsive.

4. Debarment Status

By submitting a bid, all offerors certify that they are not currently debarred from submitting bids or proposals by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on proposals by any agency in the State of Georgia or the federal government. (Please complete Debarment Certification form).

Any offeror on a proposal exceeding \$25,000 will be checked for debarment and suspension action in compliance with 7CFR 3017. The website www.epls.gov/ will be the official record of debarment and suspension activities.

5. Award Letter

The Offeror with the best value will be notified by award letter. The award letter does not serve as notice to proceed or authorize delivery of the services/commodities. The

purpose of the award letter is to advise the company of being selected. The award letter is not a guarantee that services/commodities will be ordered. A purchase order will be issued to authorize the purchase of the services/commodities. Delivery/release of services/commodities is not authorized until the issuance of a purchase order.

6. Submittals

Offerors are responsible for submitting bids/offers/submittals to reach the RCPS Department of Technology office by the time and date specified in the solicitation regardless of the method of delivery (i.e., commercial carrier or U.S. Postal Service). If using a commercial delivery service, the Offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

RCPS shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

7. Mandatory Forms

The following forms must be completed and submitted with your proposal:

- Request for Sealed Proposal
- Commitment to Perform as Proposed
- Offeror's Checklist
- Debarment Certification
- Anti-Collusion Certification
- Required Forms Checklist
- W9 Form

Failure to submit these forms may result in your proposal being deemed ineligible for award.

Request for Proposal

Rockdale County Public Schools invites proposals for: Network Switches

1. Purpose

Rockdale County Public Schools (RCPS) is soliciting bids for network switches and equipment for E-Rate reimbursement to serve our current 23 locations.

2. Background

RCPS currently serves about 15,500 students and roughly 1,800 teachers, administrators, and supporting staff members.

The district has approximately 23 facilities that support 15,500 students and 3,000 staff members. Rockdale County Public Schools is committed to excellence and improving student achievement. The RCPS Technology Department has developed a robust network infrastructure at these 23 locations with the goal of supporting our students and our staff. Rockdale County Public Schools has one Data Center located at 960 Pine Street NE, Conyers, Georgia, with 22 remote locations.

3. Scope

Rockdale County Public Schools is seeking proposals for network switches and equipment that fall into the federally subsidized E-Rate program's definition of "internal connections components." This equipment will allow RCPS to provide access to Internet-based resources for our students and staff throughout the district. The goal of this RFP is to source the best solution for network switches.

4. Minimum Requirements

The Offeror shall:

- Have the sole responsibility for service procurement, implementation, support, and will be responsible for the performance of any 3rd parties utilized to deliver service.
- Agree that all work is subject to E-Rate approval and that Rockdale County Public Schools will not be responsible for any work completed prior to E-Rate approval.
- Offeror must agree to participate in the E-Rate Program for the corresponding funding year and do the following:
 - Have a valid SPIN and include this SPIN on your response,

- Have a current Service Provider Annual Certification (SPAC) filed with the USAC by July 1 of the corresponding funding year,
- Provide Lowest Corresponding Price
- Comply with E-Rate gift rules.

**** Failure to meet the minimum requirements shall render your bid non-responsive (ineligible for award). ****

A. Offeror's Responsibility:

It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal will be evaluated in its entirety.

B. Oral Interview:

Rockdale County Public Schools may require qualified offerors to participate in a detailed oral interview to fully discuss their proposal and qualifications for this project and to answer questions posed by RCPS. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

C. Submission of Proposal:

Proposals shall be submitted in three (3) sections: (1) technical capability, (2) business stability, and (3) price. Four (4) proposals (one (1) original, three (3) copies) shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the Offeror may choose to propose; however, the concept shall be placed within the framework of the three (3) sections.

D. Basis of Award:

Proposals will be evaluated on a combination of factors with price of the eligible goods/services being the most heavily weighted factor. The evaluation factors are (1) price, (2) technical capabilities, (3) experience in K-12, and (4) local or state preference.

- **Evaluation Criteria**

- Price – 40 points
- Technical Capabilities – 30 points
- Experience in K-12 – 15 points
- Local or In State Preference – 15 points

The District will consider factors other than price alone in consideration of bids; price for eligible goods and services will be the primary factor considered. The District will use the following evaluation worksheet in the selection process.

E-RATE BID EVALUATION WORKSHEET						
Use this worksheet to help you score and tabulate responses to services sought under the FCC Form 470.						
↓ EVALUATION INFORMATION						
District:		Rockdale County Public Schools				
E-rate Funding Year:						
Bid # (if applicable):						
Project or Service Description:		Network Switches				
Form 470 Number:						
↓ EVALUATION CRITERIA						
In the spaces to the right, list the criteria on which the service providers are evaluated, along with the maximum points possible for each criteria. Keep in mind that the price of E-rate eligible goods/services must have the most possible points of any single criterion. In the rows below, complete the information for each service provider.		Price of Eligible goods/services	Technical Merit	Experience in K-12	Local or In State Preference	Total Score
		MAX POINTS 40	MAX POINTS 30	MAX POINTS 15	MAX POINTS 15	MAX POINTS 100
↓ SERVICE PROVIDER NAME	↓ SPIN (if Available)	↓ POINTS AWARDED	↓ POINTS AWARDED	↓ POINTS AWARDED	↓ POINTS AWARDED	↓ TOTAL POINTS AWARDED
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
↓ VENDOR SELECTED		↓ APPROVED BY (SIGNATURE)			↓ NOTES	
↓ DATE OF EVALUATION		↓ APPROVED BY (PRINTED)				

E. Preparing the Proposal:

Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped "proprietary." It is not acceptable to label the entire proposal as confidential and proprietary.

Section 1 - Technical Capabilities

A. Capabilities:

Line#	Part Number	Description	Quantity
2.0	JL558A	Aruba 2930F 48G PoE+ 4SFP+ 740W Switch	71
2.1	JL558A ABA	INCLUDED: Power Cord - U.S. localization	71
3.0	R0M68A	Aruba 2930M 24SR PoE Class 6 1s Switch	64
3.1	JL086A	Aruba X372 54VDC 680W Power Supply	64
3.2	JL086A ABA	INCLUDED: Power Cord - U.S. localization	64
3.3	JL083A	Aruba 3810M/2930M 4SFP+ MACsec Module	126
4.0	J9150D	Aruba 10G SFP+ LC SR 300m MMF Transceiver	164
5.0	JL261A	Aruba 2930F 24G PoE+ 4SFP Switch	4
5.1	JL261A ABA	INCLUDED: Power Cord - U.S. localization	4
6.0	JL258A	Aruba 2930F 8G PoE+ 2SFP+ Switch	42
6.1	JL258A ABA	INCLUDED: Power Cord - U.S. localization	42

1. Provide warranty information for switches.
2. Describe in detail the company's ability to provide customer support.
3. Describe the process for troubleshooting and repair of services.

*** No refurbished equipment is acceptable.

***Substitutions will be accepted as long as they meet the required specifications listed.

Section 2 - Business Stability

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address, and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with RCPS for negotiations and the name of the project manager. A brief history of the company and the present organizational structure of the firm, describing the management organization and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated, indicate where and when. The Firm should also provide proof that it is a duly organized business entity and has authority to transact business in the State of Georgia.

2. Financial Status

Provide evidence of the company's financial stability to include:

- A. Two (2) years of audited financial statements
- B. Evidence of a credit facility in place that can fund facility and operating needs
- C. If your organization has ever declared bankruptcy or failed to satisfy an obligation to a creditor
- D. Name(s) of company(s) that the Officers or Directors of your current organizations were associated with at the time a bankruptcy was declared or obligations to creditors were not met

3. References

List as references (names, address, contact persons, phone number) and a minimum of three clients of similar size and nature to RCPS for which a project was completed within the last three years. A brief description of the services provided shall accompany each reference. Include a minimum of four (4) written references from current or previous clients. At least one reference must be from a school district in the State of Georgia.

4. Previous Default

Indicate if you have ever been defaulted on a proposal or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances.

5. Litigation or Regulatory Rulings Involving School Districts

List and explain any litigation or regulatory ruling that involved your company, to include:

- A. Lawsuits or litigation filed by your company against school districts
- B. Regulatory rulings that resulted in a school closing
- C. Lawsuits filed by a school district against your company
- D. Any claim or demand by any school district alleging breach of any agreement between the school district and your company
- E. Any claim or demand by any individual alleging that any student was injured while in your company's care or by any employee or agent of your company.

Failure to provide the requested information shall render the bid non-responsive and ineligible for award.

Section 3 - Price

Respondents must include the cost of all available services, any required construction costs, and a detailed narrative description, which outlines how the Offeror plans to provide the proposed connectivity to Rockdale County Public Schools.

APPENDIX A

Conflicts of Interest Disclosures

Instructions: Firms desiring to enter into an agreement with Rockdale County Public Schools and its Board of Education must disclose the financial and potential conflict of interest information that is specified below:

List all immediate relatives of Principal(s) of Respondent who are RCPS employees or elected officials of RCPS. For the purpose of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandchild, and in-laws by reason of relation.

Request for Sealed Proposal

DATE: _____

TIME: _____

PROPOSAL NO.: _____

NAME OF COMPANY:

Rockdale County Public Schools
Department of Technology
960 Pine Street NE
Conyers, Georgia 30012

Ladies and/or Gentlemen:

Having carefully examined the Proposal Conditions and Specifications entitled "Network Switch" for the performance of subject work all dated _____, and the Addendum/Addenda _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor, and materials called for by them for the entire work, in accordance with said documents.

The Offeror's Checklist has been complied with, is completed, and is enclosed with this submittal.

Debarment Certification

The undersigned Service Provider / Contractor provides this assurance and certification that they are not currently debarred from submitting bids or proposals by any agency in the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids by any agency of the State of Georgia or the federal government.

This the _____ day of _____

Service Provider

Service Provider Authorized Signature

Anti-Collusion Certification

The Offeror certified that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is on all aspects bona fide, fair, and not the result of any act of fraud or collusion with another person/firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that Failure to sign will make the proposal non-responsive and ineligible for award.

Printed Name and Title of Official Officer Authorized to sign on the company's behalf

Signature

Date

Name of Company

Required Forms Checklist

Project: _____

Proposal No.: _____

- ☐ Request for Sealed Proposal
- ☐ Debarment Certification
- ☐ Anti Collusion Certification
- ☐ W9 Certificate

Type or Print Name of Person Completing Checklist

Signature of Person Completing Checklist

Date

Company Federal ID Number

Company Name

Commitment to Perform as Proposed

Respectfully submitted,

Name of Company

Address of Company

E-mail Address for all
correspondence

Business Telephone No.

Fax Number

Print Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing proposals as principals are as follows:

The legal name of the Offeror is:

Offeror's Checklist

Project: _____

Proposal No.: _____

- ☐ We have acknowledged receipt of the addenda issued.
- ☐ Four (4) proposals (one (1) original and three (3) copies of all information requested have been provided.
- ☐ The proposal has been signed by an authorized principal or authorized official of the firm
- ☐ No conditions, restrictions or qualifications have been placed by the company on this the proposal that would have the proposal declared non-responsive.
- ☐ We are prepared to provide the insurance required in this solicitation.

Type or print name of person completing the checklist

Signature of person completing the checklist

Date

Company Federal ID Number

Company E-mail Address

Company Name

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL RETURN
WITH PROPOSAL