VENDOR APPLICATION FORM

Procurement Office Use Only	
Vendor ID #	Initials

DARLINGTON COUNTY SCHOOL DISTRICT	**Darlington County School District** **Request for Proposals**	Solicitation Number ERATE Form 470 Date Procurement Official Phone E-Mail Address	FAC2526-07 2600222829 2/25/26 Criselda Mendoza-Landa, (843) 398-2272 Criselda.mendozaland@darlington.k12.sc.us

DESCRIPTION: Wide Area Network (WAN) Services

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: **March 25, 2026 by 11:00AM (EST)** **See "Deadline for Submission of Offer" provision**

QUESTIONS MUST BE RECEIVED BY: **March 5, 2026 by 10:00AM (EST)** **See "Questions from Offerors" provision**

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original & Five (5) Hard Copies and One (1) USB containing a PDF of the ORIGINAL Proposal, Original Cost Proposal and a PDF REDACTED**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT A SEALED OFFER TO:

Darlington County School District
Attention: Criselda Mendoza-Landa
120 East Smith Street
Darlington, SC 29532

See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A **DATE & TIME:**	**LOCATION:**

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above and on the website below on or before March 25, 2026. This solicitation, and any amendments will be posted at the following web address: https://www.dcsdschools.org/departments/business-office/procurement/solicitations The award for this solicitation will be posted at the following web address: https://www.dcsdschools.org/departments/business-office/procurement/solicitation-awards It is the responsibility of the offeror to check this website for amendments.

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)

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)

PRINTED NAME (Printed name of person signing above)

DATE SIGNED

OFFEROR'S TYPE OF ENTITY:
(Check one)
□ Small (15 employees of less)
□ Women
□ Minority
□ Other _____
(See "Signing Your Offer" provision.)

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.)

TAXPAYER IDENTIFICATION NO.

PAGE TWO

(Return Page Two with Your Offer)

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 / Extension / Facsimile E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
☐ 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 AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

MINORITY PARTICIPATION

Are you a South Carolina Certified Minority Vendor? **Yes** _____ **No**_____

If yes, South Carolina Certification # _____ Please include a copy of your certification

Are you a Non South Carolina Certified Minority Vendor? **Yes** _____ **No**_____

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]
NOT APPLICABLE WHEN USING AN RFP/RFQ

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

____ In-State Office Address same as Home Office Address

____ In-State Office Address same as Notice Address (check only one)

NOT APPLICABLE WHEN USING AN RFP/RFQ

End of Page Two

Solicitation Outline

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES: The purpose of this Request for Proposal (RFP) is to solicit qualified proposals from Offerors for **Wide Area Network (WAN) Services Connections** complying with the enclosed description and/or specifications and conditions.

FUNDS NOT AVAILABLE: The District's obligation under this contract is contingent upon the availability of funding for the good or services called for in this solicitation.

MAXIMUM CONTRACT PERIOD – (ESTIMATED): Start date (approximate): July 1, 2026 through June 30, 2029 with two, one-year voluntary extensions. Dates provided are estimates only. Extensions beyond this contract period must be approved by the District Superintendent.

The contract resulting from this solicitation will be a one (3) E-Rate Funding Years contract. The resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. The maximum potential contract term is five years.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment -** means a document issued to supplement the original solicitation document.
2. **Board -** means the Darlington County School District Board of Trustees.
3. **Buyer -** means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract -** means all types of Darlington County School District agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.
6. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes, which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
7. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
8. **Cooperative Purchasing -** means procurement conducted by, or on behalf of, more than (1) public procurement unit.
9. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
10. **Days** – means calendar days.
11. **District** - means Darlington County School District.
12. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
13. **Offeror** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
14. **Page Two** – means the second page of the original solicitation, which is label Page Two.
15. **Procurement Official/Officer** - means the person, or designee, identified as such on the Cover Page.
16. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
17. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
18. **Us or We** – means Darlington County School District.
19. **Work** – means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
20. **You And Your** - means Offeror

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: https://www.dcsdschools.org/departments/business-office/procurement/solicitations/2024-25-solicitations (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the tenth day after such notice is given.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

BID IN ENGLISH & DOLLARS Offers submitted in response to this solicitation shall be in the English language and in US dollars,

unless otherwise permitted by the solicitation.

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with Darlington County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Procurement Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

PROCUREMENT OFFICER AS PROCUREMENT AGENT (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer or designee. Unless specifically delegated in writing, the Procurement Officer is the only official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Darlington County School District acting on behalf of Darlington County School District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Darlington County School District. The Procurement Officer is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the Offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:

(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to Darlington County School District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Darlington County School District Procurement Code is available by using the following link: https://www.dcsdschools.org/departments/business-office/procurement/procurement-policy-and-procedures

COMPLETION OF FORMS / CORRECTION OF ERRORS All prices and notation should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Officer of Darlington County School District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Darlington County School District Office of Procurement as instructed on the Cover page prior to the bid opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, Darlington County School District may withhold award. 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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DISCUSSION WITH RESPONSIVE OFFERORS Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid. All offerors, whose proposals, in Darlington County School District's sole judgment, needing clarification shall be accorded such an opportunity.

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

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

NOTICES All contact should be directed to Criselda Mendoza-Landa. No company should contact District staff directly. All questions should be directed in writing to Criselda Mendoza-Landa via Email at Criselda.mendozaland@darlington.k12.sc.us Answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District 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 normal District's 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.

PROPOSER'S QUALIFICATIONS Offers shall be considered only from qualified firms 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, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS

(a) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the chief business official within fifteen (15) days of the date of issuance of the Invitation For Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Requests for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with the District Procurement Code.

(b) Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the chief business official in writing of its intent to protest within seven business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with the code. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the chief business official of its intent to protest, may protest to the chief business official within fifteen days of the date award or notification of intent to award, whichever is earlier, is posted and sent in accordance with the District Procurement Code; except that a matter that could have been raised pursuant to subitem (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

A protest must be in writing, submitted to Renee Douglas, Chief Procurement Officer, 120 East Smith Avenue, Darlington, SC 29532 or emailed to Renee.douglas@darlington.k12.sc.us and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

The right to protest and remedies granted by the District Procurement Code are not available for contracts with an actual or potential value of up to fifty thousand dollars.

PROHIBITED COMMUNICATIONS AND DONATIONS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. In competitive sealed proposals or requests for qualifications, neither the number of offerors, the identify of offerors, nor prices will be divulged at opening.

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Questions via telephone will not be accepted. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. (c) Offerors shall not contact any employee of the District for additional information relating to this RFQ. (d) Questions will be responded to in the form of an Amendment to the RFQ and posted to the District website at https://www.dcsdschools.org/departments/business-office/procurement/solicitations

All questions must be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time noted on the cover page.

Questions must be in writing and can be e-mailed, mailed or delivered to: Criselda Mendoza-Landa, Darlington County School District, Procurement Office, 120 East Smith Avenue, Darlington, SC 29532; E-mail: Criselda.mendozaland@darlington.k12.sc.us The solicitation number and name must be clearly noted on all correspondence.

The preferred method of receiving questions is via email with the subject "QUESTIONS (THE SOLICITATION NUMBER AND NAME)" and a Microsoft Word attachment using the following format:

Question Number	RFP/RFQ Section Reference	RFP/RFQ Page Number	Question

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate Offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple Offers may be submitted as one document, provided that you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

(d) Price Reasonableness: Any Offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line

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

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation,, **You agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential, trade secret, or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) To facilitate the protection of confidential information, a USB containing a PDF version of the Original proposal and a Redacted copy must be submitted with the solicitation response.

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (f) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B. SPECIAL INSTRUCTIONS
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BID SUBMITTAL

The District shall receive all bids no later than the date and time specified on the cover page.

Any proposal received after the due date and time shall be rejected.

Faxed or e-mailed bids are not acceptable.

Required:
Clearly mark the outside of the sealed envelope, box, or package containing the bid and the FEDEX or UPS package with the solicitation # and solicitation description found on the cover page.

Hand delivery/Mail/ Courier service to:

Criselda Mendoza-Landa
Darlington County School District
Procurement Office
120 East Smith Avenue
Darlington, SC 29532

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Offeror's chosen means of proposal delivery. **Bidder failure to meet the proposal due date and time shall result in rejection of the bid.**

Darlington County School District shall not be responsible for any costs incurred by the Bidder/Offeror preparing, submitting or presenting its response to the solicitation.

Darlington County School District reserves the right to "revise" or "amend" the solicitation prior to the due date by "written addenda."

BOARD APPROVAL REQUIRED Any award is subject to prior approval by the District Board.

CONTENTS OF OFFER (RFP/RFQ)**:**
(a) Offers should be complete and carefully worded and should convey all of the information requested to be considered responsive. If the response fails to conform to the essential requirements of this request, the District will be the sole judge as to whether that variance is significant enough to consider the request non-responsive and therefore eliminated from further consideration
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP/RFQ. Emphasis should be on completeness and clarity of content.
(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER After award, all deliveries shall be made and all services provided to the location specified on the Darlington County School District purchase order or notice to proceed.

MAGNETIC MEDIA - REQUIRED MEDIA AND FORMAT In addition to your original offer, you must submit an electronic copy on a USB drive. The USB drive must be labeled with the solicitation number and the offeror's name. Your technical/business and cost proposals must be separate documents. Each electronic copy must be identical to the original hard copy. File format shall be compatible with Microsoft Office (Version 2003 or later) or Adobe Acrobat. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

MAIL PICKUP Mail is delivered by USPS.

OPENING PROPOSALS –INFORMATION NOT DIVULGED (RFP/RFQ) In competitive sealed proposals or requests for qualifications, neither the number of offerors, the identify of offerors, nor prices will be divulged at opening.

PRICE AS DISCOUNT Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described.

SCHEDULE OF ACTIVITIES Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

RFQ ESTIMATED TIME LINE	DATES
Issue Request for Proposal	February 25, 2026
Deadline for Questions	March 5, 2026 by 10:00AM (EST)
Anticipated Issue Responses to Questions	March 9, 2026 by 5:00PM (EST)
Deadline to Submit Response	March 25, 2026 by 11:00AM (EST)
Anticipated Date for Interviews/Presentations	Week of March 25, 2026
Anticipated Date of Notice(s) of Intent to Award	On or before March 27, 2026

E-RATE SPECIFICATIONS

LOWEST CORRESOPONDING PRICE Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-Rate applicants a price above the LCP for E-Rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.

SPIN Number Please include SERVICE PROVIDER INFORMATION NUMBER (SPIN) for E-Rate purposes.

E-RATE REQUIREMENTS FOR VENDORS Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-Rate program and be willing to include such requirements from **APPENDIX B** in the Vendor's contract.

III. SCOPE OF WORK

A. GENERAL INFORMATION

1. ABOUT DARLINGTON COUNTY SCHOOL DISTRICT

Darlington County School District serves approximately 8,500 students in Darlington County. Located in northeastern South Carolina, the District is divided into three attendance zones (Darlington, Hartsville, and Lamar). Each zone serves a different geographic base of Darlington County. The District currently has a total of 20 schools which includes 10 elementary schools, 3 middle schools, 4 high schools, 1 Institute of Technology, 1 Alternative school, 1 Virtual Academy and Adult Education (4 locations). In addition to these schools, the District has multiple administrative and support facilities located throughout Darlington County.

The District strives to promote a high standard of excellence to create an atmosphere of partnership with the community to ignite in every student a passion for world-class knowledge and skills through dynamic instruction and personalized educational opportunities. An eight-member Board of Trustees dedicated to govern the District, and insure quality and equal education opportunities to all the citizens they serve.

2. PURPOSE

Darlington County School District is seeking proposals from qualified Offerors to provide **Digital Transmission Services for a Wide Area Network between District locations, including, but not limited to, monthly recurring charges, special construction charges, and basic installation charges,** in accordance with the requirement and specification of this solicitation.

Unless otherwise stated herein, the basic and governing language of the Contract resulting from this solicitation shall be comprised of the Request for Proposal documents, including any attachments and amendments, and the successful offeror's proposal. In the event of a conflict between the two documents, the RFP shall govern.

Firms interested in submitting their qualifications and proposal for consideration are encouraged to carefully review this document, and submit a response providing all of the requested information in the format requested.

This solicitation does not commit the District to award a contract for services or pay any costs incurred in the preparation of a proposal or any pre-contract expense. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this request for qualifications/proposals, without liability whatsoever, if it is in the best interest of the District to do so or if funding is not available.

The evaluation/selection committee shall rely upon all representations made by the offeror to the District, whether verbal or written, during the evaluation process. The District's reliance on the offeror's represented expertise with the types of services outlined in this document, and may be incorporated into any, and all, formal agreements between the parties that may result from this selection process.

Furthermore, the terms advisor, consultant, contractor, firm, offeror, or vendor may be used interchangeably throughout this document.

B. PROJECT SCOPE OF WORK AND MINIMUM SPECIFICATIONS

1. OVERVIEW

The Darlington County School District (District), hereafter referred to as the "District", is requesting proposals for digital transmission services (preferably symmetrical leased lit fiber transport), without Internet access, for delivery of wide area network (WAN) services to the District. Service is expected to originate at the District aggregate location and be delivered to each site in **Appendix C.** The new service is being planned to begin on July 1, 2023.

Pricing is requested for 150 Mbps, 1, 10, and 20 Gbps as specified in the Pricing Worksheets.

Pricing may be submitted with or without special construction or one-time installation fees.

E-Rate funding may be requested for services performed under the contract(s) resulting from this request for bid/proposal.

2. SERVICE REQUEST

The District is seeking bids for a fully managed WAN solution. WAN connections are point-to-point connections that connect individual instructional facilities in the same school District.

Network Design and Construction Routes

a) The District will consider traditional network designs (such as hub and spoke) or alternative proposals. The District's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as a result of this RFP. The applicant has, in accordance with E-Rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.

b) Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to the District. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to the District and not shared in any way with other customers.

c) Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).

d) The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

Special Construction

a) In E-Rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
   i. Special construction and service eligibility for reimbursement - https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/ for more information.

b) Special construction charges eligible for Category One support consist of three components:
   i. construction of network facilities
   ii. design and engineering
   iii. project management

c) If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC).
    i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

d) Special Construction Payment Plan Option
    i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal monthly installments over three (3-yr contract) years from Funding Year 2026 through Funding Year 2028 inclusive. Responses must include agreement or non-agreement of this request.

e) Excess fiber strands for special construction projects
    i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the District in accordance with FCC rules and orders.
    ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
    iii. For examples of cost allocation, please see document in **Appendix F** as prepared by the State Erate Coordinators' Alliance (SECA).

f) Proposals may be submitted with construction costs allocated over the life of the contract instead of being submitted as one-time special construction costs.

3. SOLUTION SPECIFICATIONS

Wide Area Network Data Transmission Services:

a) The District would prefer a dedicated, symmetrical transport bandwidth of 1Gbps up to 20Gbps (except where noted otherwise) with Service Level Agreement (SLA) guarantees between the designated endpoints as listed in the school building locations. Price quotes are requested for 12 months with two (2) one-year extensions for terms of service.

b) Each respondent is required to complete the leased lit fiber pricing matrix in the "Pricing Worksheets" that are provided with this RFP. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix. If an increase in bandwidth is requested during the contract period the contract does not renew.

c) The proposed lease is to include any and all subsequent charges, including but not limited to, costs from utility companies for use of poles, licenses and permits to perform work, and other expenses, which may be incurred.

d) The District prefers direct connections to the network hub in the solution and respondents should clearly illustrate proposed construction routes. The District will consider other network designs or alternative proposals that, in accordance with E-Rate guidance, maximize cost effectiveness. The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited school termination locations.

e) All costs must be provided in an itemized format. Pricing worksheets provided with this RFP must be completed. Bidders will be responsible for accurately providing all costs.
    i. All costs, including state and local taxes and federal fees, required to deliver the proposed solution must be included in the bid.
    ii. If there are charges for static IPs they should be included.
    iii. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs.
    iv. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

f) In reference to leased lit fiber proposals, Switching Services are desired to provide routing and limiting protocol transmission between school District buildings where needed. SLD regulations require that the telecommunications provider must own this hardware; all on-site telecommunications (Priority 1) equipment shall be owned and maintained by the carrier.

g) System and services must be installed, tested, and fully operational to all specified sites at least 48 hours prior to 7:00 am, July 1, 2023. Unless otherwise negotiated with the District, the District reserves the right to terminate the contract and award

services to the next qualified vendor if the system and services are not available at the time and date specified above.

h) Service activation must be transparent and any down time required to activate the system and services must be approved by District personnel.

i) The vendor must provide documentation on the resources they will use to manage, monitor, and repair equipment and infrastructure at all locations.

j) The solution must be scalable. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

k) If an increase in bandwidth is requested during the contract period the contract does not renew. As bandwidth needs are steadily rising, respondents are free to bid higher tiers of bandwidth than what is requested to demonstrate their future scalability.

l) If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

m) Site additions or deletions will be addressed via a contract amendment.

n) Disconnect or downgrade fees must be included in the proposal.

o) All proposers must submit a Service Level Agreement (SLA). See Section 4 for Suggested Items for Inclusion.

p) Darlington County School District reserve the right to cancel the contract with the vendor for non-performance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

4. SERVICE LEVEL AGREEMENT SUGGESTED ITEMS FOR INCLUSION

a) Proposed services must meet the following specifications:
   i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
   ii. .25% frame/packet loss commitment
   iii. 25ms network latency commitment
   iv. 10ms network jitter commitment
   v. There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason.
   vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

b) Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

c) Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

d) Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.

e) Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

f) Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the District.

g) Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

h) Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

i) Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.

q) Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

5. GENERAL TERMS FOR ALL PROPOSALS

a) Failure to include any requested information noted as required by the respondent is grounds for disqualification.

b) Description of Proposal
   i. All sites must be included in the bid. Failure to include all site names and addresses in a bid option could be considered ground for disqualification.
   ii. Respondent must provide a description of their proposal for all services and solutions.
   iii. Description must include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
   iv. Service Provider must have a current USAC SPIN that is shown on the proposal.

c) Site names and addresses
   i. If their solution is chosen, respondents are required to include sites names and addresses on the contract.

d) Reselling and subcontracting
   i. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
   ii. If, at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change scope of proposed service then the District will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.

e) Timeline
   i. For each response, respondents must include a timeline for bringing all sites online.
   ii. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the

funding year.

iii. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-Rate funding commitment shifts.

f) Demarcation

i. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.

ii. Solutions bringing service to the property line but not to the demarcation point are not acceptable.

iii. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

g) Network Diagram

i. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.

ii. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.

iii. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.

h) References

i. For each response, respondent must provide 3 references from current or recent customers (preferably K- 12) with projects equivalent to the size of the District. – **Appendix E**

i) Complete and include the proposal checklist .

j) Complete and include WAN Pricing Worksheets.

k) E-Rate Program Integrity Assurance (PIA) Review

i. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.

ii. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

iii. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.

iv. All responses must agree, in writing, to this section in the **Appendix E**. **Failure to answer is grounds for disqualification.**

l) Required Notice to Proceed and Funding Availability

i. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.

ii. The implementation of any associated contract resulting from this competitive request for proposal process will be dependent on the District's issuance of a written Notice To Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The District will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

ADDITIONAL INFORMATION

INSTALLATION System and services must be installed, tested, and fully operational to all specified sites at least 48 hours prior to 7:00 am, July 1, 2026.

PROTECTION OF DISTRICT PROPERTY The Contractor shall protect from damage due to his work, methods, procedures and workmen, the District's property including building surfaces, finishes, systems, equipment, furniture, supplies, and other components. The Contractor shall repair or pay to be repaired damage to District property.

PROJECT COORDINATION The Contractor shall coordinate the work of all trades and schedule the timing so as not to cause delays to any phase of construction. The Contractor shall plan the work to minimize the disruption of District operations. The Contractor shall cooperate with reasonable scheduling requirements of the District.

CLEANING The Contractor shall clean up job site as frequently as necessary, but no less than, on a daily basis. Upon Substantial Completion, the Contractor shall clean the job site of all debris, miscellaneous construction materials, trash and unused materials. The Contractor shall remove and legally dispose of all debris.

ALTERNATIVES In a section entitled "Alternatives", Offeror may list services, features or contract conditions, which in the Offeror's opinion may be more favorable to Darlington County School District than those set forth in this document. Offeror must state the specific section of the RFP document to which the Offeror is providing observation. Such services and conditions will be taken into account in evaluating the proposal. This, however, does not relieve the Offeror from adhering to the specifications in the base proposal.

EXCEPTIONS In a section titled "Exceptions", Offeror should point out services and features which cannot be provided and contract conditions which cannot be met. Offeror must state the specific section of the RFP document to which the Offeror objects or takes exception. If Offeror fails to state exception(s) to any conditions of the RFP, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this RFP.

IV. INFORMATION OFFERORS SHALL SUBMIT

1. Offeror shall submit a signed Cover Page (Page 1) and Page Two
2. Completed Cost Proposal (Page 27-38) Must submit one **sealed** copy of the cost proposal in the ORIGINAL copy of the RFP. Insert a single sheet of paper stating "SECTION INTENTIONALLY LEFT BLANK" in each proposal copy
3. Attachments B, C, and D, Appendices A, B, D and E
4. The required number of copies to be submitted as specified on the Cover Page (Page 1). Please title the USB with the firm's name for identification purposes. The proposal shall speak for itself on behalf of the proposers. Proposers are discouraged from submitting supplementary materials or from making calls upon the District after the proposals have been submitted. Failure to comply with format requirements may cause the submittal to be removed from further consideration.
5. All bids/offers should be complete and should convey all of the information requested by the District. If significant errors are found in the Offeror's bid, or if the bid/offer fails to conform to the essential requirements of the IFB/RFP, the District and the District alone, will be the judge as to whether the variance is significant enough to reject the bid/offer. Bids/Offers which included either modifications to any of the contractual requirements of the IFB/RFP or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.
6. Costs - Must be submitted separately in sealed envelope and included in your proposal packet. "2526-07 Wide Area Network (WAN) Services" must be clearly listed on the outside of the sealed envelope that includes the cost.

    - **Detailed Materials List (including quantities) WITHOUT** cost/pricing information, included in the sealed envelope with your **PROPOSAL**.

    - **Detailed Materials List (including quantities and labor and a Bill of Materials/Quotes on Vendor Letterhead**) for the project being proposed**) WITH** cost/pricing information, included in a separate, sealed envelope with your **COST PROPOSAL**.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you guarantee that all goods meet the requirements of this RFP.

PROPOSAL CONTENTS

The **Proposal** shall include the information listed below, tabbed and indexed in the following sequence:

- Offeror shall submit a signed Cover Page and Page Two.
- Firm Information:
  - Firm Name
  - Firm Address
  - Contact information for the Officer of the Firm in charge of this Proposal
  - Company background to include number of years in business
- Pricing Worksheets
- Potential 36 month contract with voluntary extensions for two (2) one (1) year extensions.
  - Contract allows for bandwidth upgrades via contract amendment
  - Site additions or reductions will be addressed via contract amendment
  - All fees (disconnect or downgraded fees are included)
- Vendor provided SLAs.
  - Aggregate Uptime of 99.995% uptime will be provided.
- Certification of equipment provided is not a threat to national security (Appendix A)
- Certification of Vendor E-Rate Requirements (Appendix B)
- Vendor References: References must be for the proposer's firm that has provided verifiable services similar to the requirements included in this solicitation. Please provide name, address, telephone number, e-mail address and a contact person for each reference. Please submit three (3) references. (Appendix D)
- Certification of PIA Support for Special Construction Reviews (Appendix E)
- Network Design illustrated
- Construction Routes are included if special constructions costs are indicated
- Project Team Organization Chart
- A timeline showing installation timeframe to meet the July 1, 2026 service start date
- Alternatives
- Exceptions
- Offeror should submit all other information and documents requested

Failure to provide all items requested in this RFP are grounds for disqualification.

V. QUALIFICATIONS OF OFFEROR

QUALIFICATIONS OF OFFEROR: To be eligible for award of a contract, a prospective Contractor must be responsible. In evaluating an Offeror's responsibility, the District Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

QUALIFICATIONS – REQUIRED INFORMATION: Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked "Exceptions" and clearly detailed in proposer's response.

A. MINIMUM QUALIFICATIONS: A qualified Offeror shall be defined to mean:

- Minimum 5 years in business
- SPIN Number
- Dedicated Service and Support Team
- 24/7 Emergency Support

a) The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.

b) Three (3) references of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.

c) Must have a clear understanding of industry standards and best practices.

d) Offeror shall provide with their proposal copies of all appropriate certifications, licenses and permits, as well as evidence to support the documentation. Failure to provide this information may make your bid non-responsive.

e) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.

f) Must have the capacity to acquire all bonds, escrows or insurance as outlined in the terms of this RFP.

SUBCONTRACTOR IDENTIFICATION:

If you intend to subcontract with another business for any of the projects or portion of the work, your offer must identify that business and the project or portion of work that they are to perform, and the contractual arrangements made therewith. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, names of the officers and point of contact. In determining your responsibility, District may contact and evaluate your proposed Subcontractor.

Failure to provide all requested information will be reason for rejection of bid.

Failure to bid as specified will be reason for rejection of bid.

The District reserves the right to reject any and all proposals or any portion of said proposals, to waive minor technicalities, and to make any and all award decisions based on the best interests of the District.

VI. EVALUATION AND AWARD

POTENTIAL AND ACTUAL PROPOSERS SHALL **NOT** CONTACT MEMBERS OF THE BOARD OF TRUSTEES OR THE DISTRICT EVALUATION/SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.

A. EVALUATION OF OFFERS

1. RESPONSIVENESS: Upon receipt of all proposals, by the date and time specified in the RFP/RFQ, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee.

2. EVALUATION CRITERIA: Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Evaluation/Selection Committee. The proposals that meet the stated qualifications and submission requirements shall be ranked utilizing the evaluation criteria stated below. Once an initial ranking of all proposals has been conducted, the District may elect to award to the top ranked offeror/firm or conduct interviews with the three highest ranked offers/firms. If the Evaluation/Selection Committee elects to interview the top ranked offers/firms, a list of offerors/firms selected for interview shall be sent to all offerors/firms that submitted a proposal.

Criteria	Points
E-Rate Eligible Price	25
Evidence of Prior Successful Experience with Educational Customers	20
Proposal Response Conveys Full Understanding of the Project Requirements	20
Overall Suitability of Solution Proposed and Vendor	15
Other Cost Factors	10
Vendor Offers Discounted Billing	10
Total Cost	100

3. INTERVIEWS: The District Evaluation/Selection Committee reserves the right to conduct interviews with the highest ranked Offeror(s) after the initial evaluation has been completed. The primary purpose of the interviews shall be to provide such further information as may be required by the District Evaluation/Selection Committee to fully acquaint itself with the relative qualifications of the short-listed firms with regard to the project(s) and the Owner's needs. Elaborate presentations are discouraged, the Owner's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Interviews will be conducted virtually. Any cost associated with the interview process shall be borne by the Offeror.

4. NEGOTIATIONS: Offerors shall be ranked from highest to lowest total point scores. Negotiations shall commence with the offeror receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with an offeror or the District determines that no satisfactory contract can be negotiated.

B. AWARD

AWARD: The District shall award to one vendor. Awards shall comply with the rules of the Federal E-Rate Program. Individual unit prices and extended cost (quantity x unit price) must be indicated on the Proposal form. The District, in determining the lowest responsible Proposer shall consider, in addition to the Proposal price, conformity to specifications, the District's opinion relative to the quality of materials/services being offered, and suitability 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.

AWARD TO HIGHEST RANKED OFFEROR(S): Award shall be determined by the highest ranked, responsive, and responsible offeror(s) whose offer is determined to be the most advantageous to the District.

The District intends to contract with one (1) vendor only for all services.

VII. TERMS AND CONDITIONS

A. GENERAL

AFFIRMATIVE ACTION The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Criselda Mendoza-Landa, Procurement Office, 120 East Smith Avenue, Darlington, South Carolina 29532.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCUSSIONS WITH OFFERORS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your proposal. Discussions are possible only if your proposal is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION Darlington County School District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

OFFEROR RESPONSIBILITY Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

PAYMENT FOR GOODS & SERVICES Payment for goods & services received by the District shall be processed in accordance with Darlington County School District Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES The contractor will be required to assume sole responsibility for the complete effort as required by this IFB/RFP. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

SOUTH CAROLINA GOVERNING LAW CLAUSE The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Darlington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTING If any part of the work covered by this solicitation is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to award. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor.

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

Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the

foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in the bid shall apply.
Default: In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

B. SPECIAL

Required Notice to Proceed and Funding Availability:

The District will follow the purchasing policies of the District and requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the District's' issuance of a written Notice to Proceed.

Final authorization by District for the purchase of any or all goods and/or services, hereafter described in this document, MAY be contingent upon the award of funding (a Funding Commitment Decision Letter) from the Schools and Libraries Division of USAC for the 2026 E-Rate Funding Year.

The District may, at its discretion, choose to cancel its offer for the purchase of any and all goods and/or services requested in this RFP if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any other reason.

All requests for payment by the selected Proposer must be made by written invoice to District. Goods and/or services may not be delivered to the District before a written Notice to Proceed. Invoices must show the full amount of the cost of goods and/or services provided to District for the invoice period. Invoices must also provide the following:

1. An itemization of those goods and/or services that are eligible for E-Rate reimbursements, and those that are not eligible for E-Rate reimbursement. (The itemization could include a bill of materials for any eligible special construction costs if the proposer requests special construction reimbursement for new build segments necessary to deliver leased lit service.)

2. An itemization of invoice amounts that are allocated for payment through E-Rate, and those that are to be paid directly by District.

The District shall pay only the invoice amounts, not otherwise disputed by District, allocated on the invoice for payment directly by the District. By submitting a proposal, the selected Proposer understands, acknowledges and agrees that District will not pay any invoice amounts identified and allocated for payment through E-Rate.

The selected Proposer shall be responsible to prepare and file with the FCC a Form 474 (SPI Form) to request payment of those invoice amounts allocated for payment through the E-Rate program. The selected Proposer will be paid for the E-Rate eligible goods and/or services through the E-Rate program only after a Funding Commitment Decision Letter has been issued through the E-Rate program.

Prices quoted shall be all-inclusive and represent complete installation and operation at the sites listed in the attached specifications. The Vendor shall be responsible for all equipment, software, parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the Interna Connections detailed herein.

E-Rate funding notification alone will not signify Notice to Proceed.

The District will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

CHANGES:

A. Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
    1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;

2) method of shipment or packing;
3) place of delivery;
4) description of services to be performed;
5) time of performance (i.e., hours of the day, days of the week, etc.); or,
6) place of performance of the services.

Subparagraphs (1) to (3) apply only if supplies are furnished under this contract. Subparagraphs (4) to (6) apply only if services are performed under this contract.

B. Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

D. Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

CLARIFICATION: Pursuant to Article 5, Section 1530.6, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department**. Darlington County School District shall be listed as Certificate Holder.**

The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:	
General Aggregate (per project)	$1,000,000
Products/Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$ 50,000
Medical Expense (Any one person)	$ 5,000
PROFESSIONAL LIABILITY	
Errors & Omissions	$2,000,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):	
Combined Single Limit	$1,000,000
WORKERS COMPENSATION: State Statutory	
Employees Liability-per accident	$100,000
Disease – Policy Limit	$500,000
Disease, Each Employee Limit	$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate

of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30-day notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Darlington County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

RESPONSIBILITY DETERMINATIONS Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts. The unreasonable failure of a proposer or Offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer or Offeror. Failure to provide requested information may result in rejection of a solicitation response or debarment of the proposer.

TERMINATION FOR CONVENIENCE: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion

of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

VIII. COST PROPOSAL FORM

FAC2526-0X Darlington County School District WAN Pricing Worksheets

(Turn Key: To include but not limited to, Design & Implementation, Installation, One-time Fees, and any and all applicable taxes, USF fees, etc.) All quotes must include any tax, travel, and per diem. If any of these items are left off the quote then the vendor will not be reimbursed for those charges.

Option 1 will be the pricing that is used during the evaluation of the offerings.

OPTION 1 - 36 Months with Two 12 - Month Extensions						
District Location	**Billed Entity Number**	**Circuit Capacity**	**Special Construction Costs**	**One-Time Fee (Non-Recurring Costs)**	**Monthly Fee (Recurring Costs)**	**Other Fees and Taxes**
Spaulding Middle School 400 Cartersville Hwy Lamar, SC 29069	30448	1 Gbps				
Lamar High School 216 N. Darlington Avenue Lamar, SC 29069	30450	10 Gbps				
Darlington High School 525 Spring Street Darlington, SC 29532	31245	1 Gbps				
Brockington Elementary Magnet School for Science and Technology 413 Brockington Road Darlington, SC 29532	31248	1 Gbps				
Darlington County Intervention School 100 Magnolia Street Darlington, SC 29532	31249	1 Gbps				
J L Cain Elementary School 605 First Street Darlington, SC 29532	31250	1 Gbps				
Pate Elementary School 1010 Indian Branch Road Darlington, SC 29532	31251	1 Gbps				
Darlington County District Office- Maintenance 401 Society Avenue Hartsville, SC 29550	31270	1 Gbps				
Thornwell Elementary School for the Arts 437 W. Carolina Avenue Hartsville, SC 29550	31272	1 Gbps				
Carolina Elementary School 719 W Carolina Avenue Hartsville, SC 29550	31276	1 Gbps				

OPTION 1 - 36 Months with Two 12 - Month Extensions						
District Location	**Billed Entity Number**	**Circuit Capacity**	**Special Construction Costs**	**One-Time Fee (Non-Recurring Costs)**	**Monthly Fee (Recurring Costs)**	**Other Fees and Taxes**
Hartsville High School 701 Lewellyn Avenue Hartsville, SC 29550	31278	10 Gbps				
Southside Early Childhood 1615 Blanding Drive Hartsville, SC 29550	31280	1 Gbps				
North Hartsville Elementary 110 School Drive Hartsville, SC 29550	31282	1 Gbps				
Mayo High School for Math Science & Technology 405 Chestnut Street Darlington, SC 29532	158437	1 Gbps				
Darlington Middle School 150 Pinedale Drive Darlington, SC 29532	16024335	1 Gbps				
Hartsville Middle School 1427 Fourteenth Street Hartsville, SC 29550	16024336	1 Gbps				
Darlington County Institute of Technology 160 Pinedale Drive Darlington, SC 29532	16024337	1 Gbps				
Darlington County School Dist Offices - Annex 1 102 Park Street Darlington, SC 29532	16032251	1 Gbps				
Lamar Spaulding Elementary School 5253 Lamar Highway Lamar, SC 29069	17023835	1 Gbps				
Bay Road Elem School 1251 Bay Road Hartsville, SC 29550	17023836	1 Gbps				
Darlington Maintenance and Operations 2308 N Governor Williams Hwy Darlington, SC 29540	17033132	150 Mbps				

OPTION 1 - 36 Months with Two 12 - Month Extensions						
District Location	**Billed Entity Number**	**Circuit Capacity**	**Special Construction Costs**	**One-Time Fee (Non-Recurring Costs)**	**Monthly Fee (Recurring Costs)**	**Other Fees and Taxes**
Darlington County School Dist Offices-Admin 120 E Smith Avenue Darlington, SC 29532 (Aggregate Location)	17033135	10 Gbps				
Black Creek Elementary School 2225 Leavensworth Road Darlington, SC 29540	17046752	1 Gbps				
St. John NIF 140 Park Street Darlington, SC 29532	17050805	1 Gbps				
Darlington County Virtual Academy 214 Clyde Road Hartsville, SC 29550	N/A	1 Gbps				
Lamar Adult Education 204 East Pearl Street Lamar, SC 29069	N/A	1 Gbps				
New Construction Elementary School A* near 160 Pinedale Drive Darlington, SC 29532	N/A	1 Gbps				
New Construction Hartsville HS** 216 Clyde Road Hartsville, SC 29550	N/A	10 Gbps				
TOTALS						

Please note: This location MAY need to be active by Spring of 2027 for the opening of school (if it is built by the District).

****Please note: This location MAY need to be active by Spring of 2028 for the opening of school (if it is built by the District).***

The District reserves the right, through the life of the contract, to remove buildings and services at no additional charges if the configurations of the entities change within the District in response to budgets, population shifts, enrollment changes, Board of Education decisions, and/or circumstances outside the District's control.

Upgrade Path:

OPTION 2 – UPGRADE PATHS						
District Location	**Billed Entity Number**	**Circuit Capacity**	**Special Construction Costs**	**One-Time Fee (Non-Recurring Costs)**	**Monthly Fee (Recurring Costs)**	**Other Fees and Taxes**
Spaulding Middle School 400 Cartersville Hwy Lamar, SC 29069	30448	10 Gbps				
Lamar High School 216 N. Darlington Avenue Lamar, SC 29069	30450	20 Gbps				
Darlington High School 525 Spring Street Darlington, SC 29532	31245	10 Gbps				
Brockington Elementary Magnet School for Science and Technology 413 Brockington Road Darlington, SC 29532	31248	10 Gbps				
Darlington County Intervention School 100 Magnolia Street Darlington, SC 29532	31249	10 Gbps				
J L Cain Elementary School 605 First Street Darlington, SC 29532	31250	10 Gbps				
Pate Elementary School 1010 Indian Branch Road Darlington, SC 29532	31251	10 Gbps				
Darlington County District Office- Maintenance 401 Society Avenue Hartsville, SC 29550	31270	10 Gbps				
Thornwell Elementary School for the Arts 437 W. Carolina Avenue Hartsville, SC 29550	31272	10 Gbps				
Carolina Elementary School 719 W Carolina Avenue Hartsville, SC 29550	31276	10 Gbps				

OPTION 2 – UPGRADE PATHS						
District Location	**Billed Entity Number**	**Circuit Capacity**	**Special Construction Costs**	**One-Time Fee (Non-Recurring Costs)**	**Monthly Fee (Recurring Costs)**	**Other Fees and Taxes**
Hartsville High School 701 Lewellyn Avenue Hartsville, SC 29550	31278	20 Gbps				
Southside Early Childhood 1615 Blanding Drive Hartsville, SC 29550	31280	10 Gbps				
North Hartsville Elementary 110 School Drive Hartsville, SC 29550	31282	10 Gbps				
Mayo High School for Math Science & Technology 405 Chestnut Street Darlington, SC 29532	158437	10 Gbps				
Darlington Middle School 150 Pinedale Drive Darlington, SC 29532	16024335	10 Gbps				
Hartsville Middle School 1427 Fourteenth Street Hartsville, SC 29550	16024336	10 Gbps				
Darlington County Institute of Technology 160 Pinedale Drive Darlington, SC 29532	16024337	10 Gbps				
Darlington County School Dist Offices - Annex 1 102 Park Street Darlington, SC 29532	16032251	10 Gbps				
Lamar Spaulding Elementary School 5253 Lamar Highway Lamar, SC 29069	17023835	10 Gbps				
Bay Road Elem School 1251 Bay Road Hartsville, SC 29550	17023836	10 Gbps				
Darlington Maintenance and Operations 2308 N Governor Williams Hwy Darlington, SC 29540	17033132	1 Gbps				

OPTION 2 – UPGRADE PATHS						
District Location	**Billed Entity Number**	**Circuit Capacity**	**Special Construction Costs**	**One-Time Fee (Non-Recurring Costs)**	**Monthly Fee (Recurring Costs)**	**Other Fees and Taxes**
Darlington County School Dist Offices-Admin 120 E Smith Avenue Darlington, SC 29532 (Aggregate Location)	17033135	20 Gbps				
Black Creek Elementary School 2225 Leavensworth Road Darlington, SC 29540	17046752	10 Gbps				
St. John NIF 140 Park Street Darlington, SC 29532	17050805	10 Gbps				
Darlington County Virtual Academy 214 Clyde Road Hartsville, SC 29550	N/A	10 Gbps				
Lamar Adult Education 204 East Pearl Street Lamar, SC 29069	N/A	10 Gbps				
New Construction Elementary School A* near 160 Pinedale Drive Darlington, SC 29532	N/A	10 Gbps				
New Construction Hartsville HS* 216 Clyde Road Hartsville, SC 29550	N/A	20 Gbps				

The District reserves the right, through the life of the contract to upgrade one, some, or none of the buildings listed to the speeds listed. These are listed for pricing in the event an upgrade of capacity of service is desired or needed by the District.

The District also reserves the right, through the life of the contract, to remove buildings and services at no additional charges if the configurations of the entities change within the District in response to budgets, population shifts, enrollment changes, Board of Education decisions, and/or circumstances outside the District's control.

Offeror must submit one **sealed** copy of the cost proposal in the ORIGINAL copy of the RFP. Insert a single sheet of paper stating "SECTION INTENTIONALLY LEFT BLANK" in each proposal copy.

This Cost Proposal must be completed and submitted for your response to be evaluated.

NAME OF FIRM:_____

AUTHORIZED SIGNATURE:_____

(Person signing must be authorized to submit a binding offer to enter contract on behalf of Offeror named above.)

TYPED NAME AND TITLE:_____

DATE: _____

IX. ATTACHMENTS TO SOLICITATION

A. Offeror's Checklist
B. Minority Participation Affidavit
C. Vendor Application Form
D. Certifications and Assurance Agreement

ATTACHMENT A

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES
Web site:

Review this checklist prior to submitting your proposal
If you fail to follow this checklist, you risk having your proposal rejected.

☐ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.

☐ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

☐ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

☐ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.

☐ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

☐ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE (PAGE 1) AND PAGE 2.

☐ MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.

☐ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

☐CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

☐ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING** INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes
Responsiveness will be evaluated against the solicitation **not** against this checklist.
You do not need to return this checklist with your response.

ATTACHMENT B

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity? (Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

  _____
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

_____ Traditional minority
_____ Traditional minority, but female
_____ Women (Caucasian females)
_____ Hispanic minorities
_____ Temporary certification
_____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

ATTACHMENT C – SEE THE FOLLOWING PAGE

DARLINGTON COUNTY SCHOOL DISTRICT

VENDOR APPLICATION FORM

Procurement Office Use Only
Vendor ID # Initials

BUSINESS FULL LEGAL NAME & ADDRESS:

REMITTANCE ADDRESS (IF DIFFERENT):

PHONE: **FAX:** **PHONE:** **FAX:**
WATTS: **CELL:** **WATTS:** **CELL:**
➔ **WEBSITE ADDRESS:**

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER / PRESIDENT: **PHONE:** **FAX:**
➔ **EMAIL ADDRESS FOR OWNER / PRESIDENT:**
PARTNER 1: **PHONE:** **FAX:**
PARTNER 2: **PHONE:** **FAX:**
VICE-PRESIDENT: **PHONE:** **FAX:**
TREASURER: **PHONE:** **FAX:**
DISTRICT MANAGER: **PHONE:** **FAX:**
SALES REPRESENTATIVE: **PHONE:** **FAX:**
➔ **EMAIL ADDRESS FOR MAIN SALES CONTACT:**

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: (Check all that apply)

- ☐ **Individual**
- ☐ **Partnership** (not Inc.)
- ☐ **Small Business**
- ☐ **Construction** (not Inc.)
- ☐ **Medical Services**
- ☐ **Attorney**
- ☐ **Service Provider**
- ☐ **Sales & Service**
- ☐ **Research & Dev.**
- ☐ **Corporation** (Inc.)
- ☐ **Partnership** (LLP)
- ☐ **Manufacturer**
- ☐ **Construction** (Inc.)
- ☐ **Governmental**
- ☐ **Distributor / Dealer**
- ☐ **Wholesaler / Retailer**
- ☐ **Sales** (only)
- ☐ **Other**

Are you subject to IRS 1099 reporting for income tax purposes?
☐ **Yes** ☐ **No** ☐ **I don't know**

STATUS: ☐ **Minority Owned *** ☐ **Woman Owned ***
*** Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.**

INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

- ☐ Books & Similar Materials
- ☐ Computer Hdw / Software
- ☐ Construction (Specify Below)
  - ☐ Electrical
  - ☐ Masonry
  - ☐ Mechanical / HVAC
  - ☐ Painting
  - ☐ Plumbing
  - ☐ Roofing
  - ☐ Other (specify)
- ☐ Equipment
- ☐ Food Products
- ☐ Furniture
- ☐ Other (specify)
- ☐ Landscaping / Lawn Maint.
- ☐ Printing
- ☐ Rentals (specify)
- ☐ Repairs (specify)
- ☐ Services (specify)
- ☐ Supplies (specify)
- ☐ Telecommunications
- ☐ Vehicles / Trucks

IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and $50 penalty. ** This serves as a substitute Federal W-9.**

For individuals, enter social security number (SSN):	
For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):	
For partnerships, corporations or others, enter FEIN:	
For verification of sales tax collection authority, enter State of SC Sales Tax License Number:	
For certified minority/disadvantaged businesses, enter State of SC Certification Number:	

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Darlington County School District.

Authorized Signatory **Print Name & Title** **Date Completed**

ATTACHMENT D

CERTIFICATIONS AND ASSURANCES AGREEMENT

***Required**
A certifications and assurances agreement form must be completed as part of all quotes or proposals.

I/we make the following certifications and assurances as a required element of the proposal, or quote, to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1) I/we declare that all answers and statements made in the proposal are true and correct.

2) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting completion. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3) The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Darlington County School District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4) In preparing this proposal, I/we have not been assisted by any current or former employee of Darlington County School District whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document. Exceptions not provided will deem a non-responsible bidder.

5) I/we understand that Darlington County School District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Darlington County School District and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

6) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other bidder, to any competitor nor to the awarding agency.

7) I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9) I/we grant Darlington County School District the right to contact references and other, who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this solicitation document.

10) I/we meet all licensing, insurance, accreditation and registration requirements necessary for the performance of this contract.

11) There have been no lawsuits or liens filed against my/our insurance or bonding agencies within the previous 5 years. If there have been lawsuits or liens filed against my/our insurance or bonding agencies, I/we have attached them to this form.

12) I/we are not submitting proposed Contract exceptions. If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Contractor submitting this proposal, my name below attests to the accuracy of the above statements. Further, I understand that an electronic signature is as binding as a written signature.

Your Name *Required _____

Your Signature *Required _____

Company Name *Required _____

Date - must be mm/dd/yyyy format*

X. APPENDICIES TO SOLICITATION

A. CERTIFICATION OF EQUIPMENT
B. E-RATE REQUIREMENTS
C. DISTRICT SITE LIST
D. REFERENCES
E. PIA ASSISTANCE

APPENDIX A

CUSTOMER EQUIPMENT CERTIFICATION FORM[1]

_____(COMPANY NAME)

CERTIFIES THAT EQUIPMENT PLACED IN DISTRICT AND SCHOOL LOCATIONS IS NOT FROM THE FCC PUBLISHED LIST OF EQUIPMENT AND SERVICES COVERED BY SECTION 2 OF THE SECURE NETWORKS ACT: HTTPS://WWW.FCC.GOV/SUPPLYCHAIN/COVEREDLIST

E-RATE SPIN: _____

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE:

_____
NAME

_____
SIGNATURE

DATE: _____

THE INCLUSION OF PRODUCERS OR PROVIDERS OF EQUIPMENT OR SERVICES IDENTIFIED ON THIS LIST SHOULD BE READ TO INCLUDE THE SUBSIDIARIES AND AFFILIATES OF SUCH ENTITIES.

WHERE EQUIPMENT OR SERVICES ON THE LIST ARE IDENTIFIED BY CATEGORY, SUCH CATEGORY SHOULD BE CONSTRUED TO INCLUDE ONLY EQUIPMENT OR SERVICES CAPABLE OF THE FUNCTIONS OUTLINED IN SECTIONS 2(B)(2)(A), (B), OR (C) OF THE SECURE AND TRUSTED COMMUNICATIONS NETWORKS ACT OF 2019, 47 U.S.C. § 1601(B)(2)(A)-(C).

[1] *Please return this page with your company's response.*

APPENDIX B

E-RATE REQUIREMENTS FOR VENDORS:[2]

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-Rate program and be willing to include such requirements in the Vendor's contract:

Discounted Bills: Should the District so choose; Vendor must agree to provide discounted bills to District which reflect the net charges due to the District after E-Rate discounts have been reflected (also known as the "non- discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-Rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-Rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-Rate funding, subject to any investigation of wrongdoing.

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

Vendor must maintain and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:

- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's Form 471.
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- When E-Rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation consistent with the amount and buildings identified in the Form 471
- Documenting that E-Rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by Vendor's representative in a timely manner

Maintaining fixed asset list of E-Rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion.

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE:

_____

NAME

_____

SIGNATURE

DATE: _____

[2] *Please return this page with your company's response.*

APPENDIX C

SITE LIST FOR DARLINGTON COUNTY SCHOOL DISTRICT:

Billed Entity Number	Location Name	Location Address			
30448	Spaulding Middle School	400 Cartersville Hwy	Lamar	SC	29069
30450	Lamar High School	216 N. Darlington Avenue	Lamar	SC	29069
31245	Darlington High School	525 Spring Street	Darlington	SC	29532
31248	Brockington Elementary Magnet School for Science and Technology	413 Brockington Road	Darlington	SC	29532
31249	Darlington County Intervention School	100 Magnolia Street	Darlington	SC	29532
31250	J L Cain Elementary School	605 First Street	Darlington	SC	29532
31251	Pate Elementary School	1010 Indian Branch Road	Darlington	SC	29532
31270	Darlington County District Office-Maintenance	401 Society Avenue	Hartsville	SC	29550
31272	Thornwell Elementary School for the Arts	437 W. Carolina Avenue	Hartsville	SC	29550
31276	Carolina Elementary School	719 W Carolina Avenue	Hartsville	SC	29550
31278	Hartsville High School	701 Lewellyn Avenue	Hartsville	SC	29550
31280	Southside Early Childhood	1615 Blanding Drive	Hartsville	SC	29550
31282	North Hartsville Elementary	110 School Drive	Hartsville	SC	29550
158437	Mayo High School for Math Science & Technology	405 Chestnut Street	Darlington	SC	29532
16024335	Darlington Middle School	150 Pinedale Drive	Darlington	SC	29532
16024336	Hartsville Middle School	1427 Fourteenth Street	Hartsville	SC	29550
16024337	Darlington County Institute of Technology	160 Pinedale Drive	Darlington	SC	29532
16032251	Darlington County School Dist Offices - Annex 1	102 Park Street	Darlington	SC	29532
17023835	Lamar Spaulding Elementary School	5253 Lamar Highway	Lamar	SC	29069
17023836	Bay Road Elem School	1251 Bay Road	Hartsville	SC	29550
17033132	Darlington Maintenance and Operations	2308 N Governor Williams Hwy	Darlington	SC	29540
17033135	Darlington County School Dist Offices-Admin	120 E Smith Ave	Darlington	SC	29532
17046752	Black Creek Elementary School	2225 Leavensworth Road	Darlington	SC	29540
17050805	St. John NIF	140 Park Street	Darlington	SC	29532
Annex to HHS	Darlington County Virtual Academy	214 Clyde Road	Hartsville	SC	29550
N/A	Lamar Adult Education	204 East Pearl Street	Lamar	SC	29069
N/A	New Construction Elementary A*	near 160 Pinedale Drive	Darlington	SC	29532
N/A	New Construction Hartsville HS*	216 Clyde Road	Hartsville	SC	29550

Please note: This location MAY need to be active by Spring of 2027 for the opening of school (if it is built by the District).

****Please note: This location MAY need to be active by Spring of 2028 for the opening of school (if it is built by the District).***

APPENDIX D

WIDE AREA NETWORK (WAN) SERVI ES REFERENCES[3]

REFRENCE #1:

_____
NAME OF REFERENCE

_____
CONTACT

_____
PHONE NUMBER

_____
EMAIL ADDRESS

REFRENCE #2:

_____
NAME OF REFERENCE

_____
CONTACT

_____
PHONE NUMBER

_____
EMAIL ADDRESS

REFRENCE #3:

_____
NAME OF REFERENCE

_____
CONTACT

_____
PHONE NUMBER

_____
EMAIL ADDRESS

[3] *Please return this page with your company's response.*

APPENDIX E

USAC PIA REVIEW PROCESS[4]

Application Review Process

After the FCC Form 471 has been filed and certified within the filing window, Program Integrity Assurance (PIA) reviewers at USAC check the information on the form for completeness and accuracy and may have additional questions to be answered. All applications go through an initial review and a final review, which may involve questions from PIA reviewers on one or more of the following topics:

- Eligibility of the entities receiving service
- Eligibility of the services requested
- Discount calculations
- Contracts
- The competitive bidding process

In most cases, DCSD will not require assistance from the vendor, but in the situations that do, your company will be required to support the District in responding to the questions. In the case DCSD requires a vendor's assistance, and since all questions under the review process have deadlines, DCSD will reach out to the vendor and expects support from the vendor in a timely manner. USAC understands that some of the information requested during the application review could be considered to be proprietary or sensitive commercial and financial information. Applicants and service providers can request confidential treatment of information under the FCC rules.

PIA Reviews for Special Construction Request the following:
• Special construction cost breakout worksheet;
• Route map of all build segments in kmz format;
• Explanation of alternative routes that were explored and why the chosen route is the most cost-effective;
• Explanation of special materials and procedures required that may have increased construction costs, such as:
  o Historical preservation or environmental issues;
  o Bridge, waterway, railway, or highway crossings;
  o Galvanized conduit;
  o Directional boring through hard rock or under a paved surface;
  o An excessive number of handholes, marker posts, or other OSP materials;
  o Expensive pole attachment fees or make ready costs;
  o Etc., as requested from USAC.

If any information requested (including all attachments), is legally protected information, confidential or proprietary information, or a trade secret intended solely for the use of the intended recipient - that must be notated. Please be aware that USAC will require this (and possibly more) information to be submitted. If the responding vendor does not provide the information to USAC when requested, that will be grounds for denial of funding.

_____
(COMPANY NAME)

CERTIFIES THAT WHEN REQUESTED OF THE DISTRICT OR USAC, THEY WILL PROVIDE THE NECESSARY INFORMATION IN A TIMELY MANNER.

E-RATE SPIN: _____

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE:

_____
NAME

_____
SIGNATURE

DATE: _____

[4] *Please return this page with your company's response.*

APPENDIX F

E-RATE SPECIAL CONSTRUCTION COSTS – EXCESS STRANDS COST ALLOCATION

Prepared by the State E-rate Coordinators' Alliance - October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

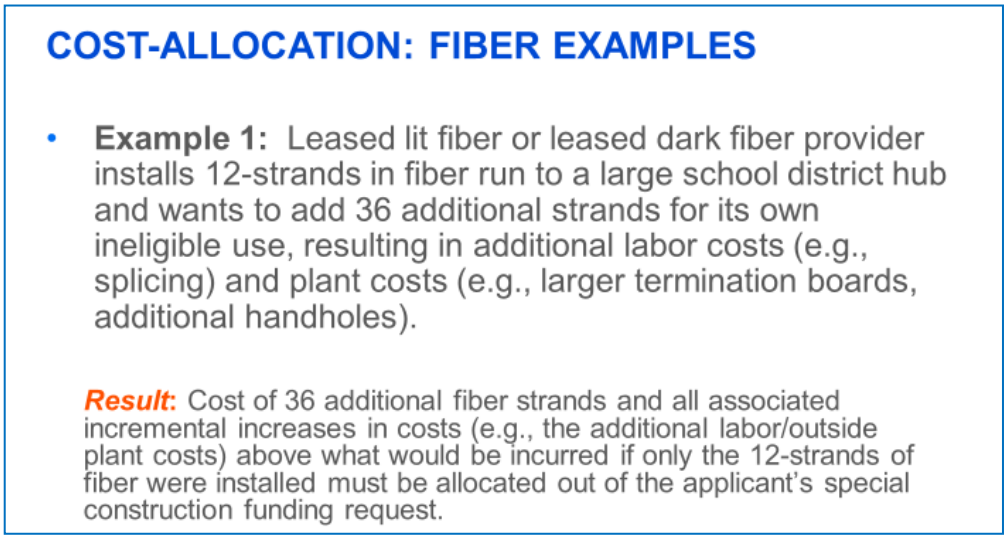
If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective then buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:



Applicants should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- Splice Labor. If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.

- Splice Enclosures are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.

- Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.

- Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

Item	**12 Strand cable construction**	**48 strand cable construction**	**Cost Allocation Amount that service provider should remove from the special construction request**
Fiber Cable	38 cents per foot	$1.04 per foot	66 cents per foot
Design and Engineering	$2.12 per foot	$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	$1.18 per foot	$1.18 per foot	0
Splice labor*	$11.00 per splice	$11.00 per splice	$11 per splice over 12 splices at any splice site
Splice enclosures**	$205 per enclosure	$205 per enclosure	$205 per enclosure for every enclosure over 12
Fiber Patch Panel	$71.43 per panel	$218.60 per panel	$147.17 per panel
Conduit and other structured materials	1.25" conduit required $1.95 per foot Handhole (40,000 lb rated) $2695 per unit Fiber Marker $30 per unit	1.5" conduit required $2.35 per foot Handhole (40,000 lb rated) $2695 per unit Fiber marker $30 per unit	40 cents per foot No cost difference for handhole No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes)****	$2.85 per foot	$3.10 per foot	25 cents per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference