

REQUEST FOR PROPOSALS
Network Upgrades
RFP NUMBER: NCSD-2021-001

DATE: 01/19/2021

RETURN PROPOSAL NO LATER THAN:

CLOSING DATE: **Tues, January 16, 2021**
CLOSING TIME: **2:00 P.M.**

MAIL OR HAND DELIVER PROPOSAL TO:

NEWBERRY COUNTY SCHOOL DISTRICT
3419 Main Street
Newberry, SC 29108

NOTE: FAXED and EMAILED RESPONSES TO THIS REQUEST ARE NOT ACCEPTABLE

NEWBERRY COUNTY SCHOOL DISTRICT (NEWBERRY) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

NAME OF COMPANY	MAILING ADDRESS
(AREA CODE) PHONE NUMBER	CITY STATE ZIP CODE
FACSIMILE #	FEDERAL ID. or SS # IF AVAILABLE

EMAIL ADDRESS: _____

Minority/Women Owned Business? Yes ~or~ No (circle one)

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

- 1) SUBMISSION OF A RESPONSE TO THIS RFP DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
- 2) COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44- 107-10, ET SEQ, S.C. CODE ANN, (1976). (APPLICABLE TO AWARDS IN EXCESS OF \$50,000).
- 3) COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310(A) 2(3).
- 4) TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS RFP NUMBER.
- 5) COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN
- 6) RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE NEWBERRY COUNTY SCHOOL DISTRICT PROCUREMENT CODE.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE
(PRINT/TYPED)

******* PROPOSAL MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID *******

SECTION A ~ General Conditions

1. **INSTRUCTIONS:**

1. Proposals shall be publicly opened at the stated date and time as indicated in the Request for Proposals and shall be conducted in the **ADMINISTRATION OFFICE, NEWBERRY COUNTY SCHOOL DISTRICT, 3419 MAIN STREET, NEWBERRY, SC 29108**.
 - a. Sealed proposals shall be enclosed and secured in an envelope. The name of the Proposer shall be displayed on the envelope. Proposals shall be mailed to the **NEWBERRY COUNTY SCHOOL DISTRICT, 3419 MAIN STREET, NEWBERRY, SC 29108** or hand delivered to **NEWBERRY COUNTY SCHOOL DISTRICT, ADMINISTRATION OFFICE, 3419 MAIN STREET, NEWBERRY, SC 29108**.
 - b. Proposals shall be submitted no later than the stated date and time as indicated in the Request for Proposals to the place and in the manner as described in paragraph 1b above and on the date indicated by the Request for Proposals. Proposals received after this time are considered late proposals. Late proposals **shall not** be considered, unless the delay was caused by improper handling by the District employees.
 - c. The District shall not accept responsibility for unidentified proposals.
 - d. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such a Proposal shall immediately inform the Director of Purchasing or designee who shall in the presence of another employee, shall re-seal the envelope and note on envelope that it was opened in error.
 - e. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than forty-five (45) days from the date of the Proposal. Mistakes may be crossed out and corrections inserted adjacent thereto and shall be initialed in ink by the person signing the Proposal. The Proposer shall insert the net per stated unit and the extension against each item, which he/she proposed to deliver. The prices shall include in the grand total column all delivery charges, installation, and applicable taxes when necessary.
2. **TAXES:** It is not necessary to show South Carolina sales tax on the Proposal; however if Proposer prefers to show it, it must be shown as a separate entry on the Proposal total summation. In other words, there shall be a Proposal subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.
3. **PROPRIETARY INFORMATION:** Proposers shall visibly mark as “**CONFIDENTIAL**” each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.
4. **AMBIGUOUS PROPOSALS:** Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. **CONVENANT AGAINST CONTINGENT FEES:** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Newberry County School District shall have the right to annul this contract without liability or in its discretion to

deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. **PROPOSER'S QUALIFICATIONS:** Proposals shall be considered only from Proposers 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, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
7. **ACKNOWLEDGMENT OF AMENDMENTS TO REQUESTS FOR PROPOSALS:**
 - a. Proposers shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram.
 - b. Newberry County School District must receive the acknowledgment by the time, date and at the place specified for receipt of proposals.
8. **AFFIRMATIVE ACTION:** The successful Proposer will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.
9. **EXPLANATION TO PROSPECTIVE PROPOSERS:**
 - a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals.
 - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
 - c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.
10. **AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Proposers are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Proposer on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Procurement Specialist shall award proposals in accordance with the District's Procurement Code.
11. **WITHDRAWAL OF PROPOSALS:** Any Proposer may withdraw his Proposal prior to the closing time scheduled for the receipt of proposals. No Proposal shall be withdrawn for a period of forty-five (45) days after the scheduled closing time for the receipt of proposals. The District reserves the right to award the contracts for a period of forty-five (45) days.
12. **SUBMISSION OF DATA:** Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensations (if required), and other data regarding experience relating

to this Proposal and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.

The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Newberry County School District.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

13. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the District reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
14. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.
15. **PROPOSERS RESPONSIBILITY:** Each Proposer shall fully acquaint himself/herself 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 a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this Proposal or contract. Offerors shall notify the District of ALL COSTS.
16. **FAILURE TO SUBMIT PROPOSAL:** If a recipient does not submit a Proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they may be removed from the applicable vendor list.
17. **EXAMINATION OF RECORDS:**
 - a. Newberry County School District shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. The contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the superintendent of Newberry County School District or her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

18. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
19. **SAMPLES:** Proposers may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Proposers shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Proposer actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.
20. **PACKAGING AND DELIVERY:** All Shipments shall be FOB to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.
21. **“OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Proposers must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Proposer desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.
22. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
23. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
24. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

25. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
1. Name of business concern
 2. Contract number or other authorization for delivery of service or property
 3. [Form 498 ID Number](#)
 4. Funding Request Number (FRN)
 5. Invoices must be by location and may not combine work from multiple FRNs
 6. Purchase Order Number
 7. Complete description
 8. Price and quantity of property or service actually delivered or executed
 9. Shipping and payment terms.
 10. Name where applicable
 11. Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
 12. Other substantiating documentation of information as required by the contract.
26. **INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
27. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
28. **SERVICE FACILITIES:** In considering the equipment Proposal upon, the District shall take into consideration past performances of existing installations, service and maintenance facilities provided by the Proposer. The Proposer shall have available a local service organization that is trained in the proper servicing of equipment.
29. **S. C. LAW CLAUSE:** Upon award of a contract under this Proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable status may exempt or exclude the successful Proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed Proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. **COMPETITION:** There are no Federal or State laws that prohibit Proposers from submitting a Proposal lower than a price or Proposal given to the United States Government. Proposers may proposal lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.
31. **EXCUSABLE DELAY:** 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 government 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 or 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.

32. **ASSIGNMENT:** No Contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement.

33. **SPECIFICATIONS:** Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful Proposer shall be held responsible thereof. Deviations must be explained in detail on separate sheets and be attached to the submitted Proposal.

34. **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:**

- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
- b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

35. Documentation contained in section "C" shall be completed and submitted along with Proposal.

36. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Director of Purchasing, providing a thirty (30) day advance notice in writing is given to the Contractor.

- a. **Termination for 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) day advance notice, then the District shall negotiate reasonable termination costs, if applicable. This does not apply in the case of non-appropriation.
- b. **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in the Proposal shall apply.

37. **DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, Newberry County School District reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.
38. **DRUG FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
39. **RIGHT TO PROTEST:** Any vendor desiring to exercise rights under section XIV.A (SC 11-35-4210 - right to protest) of the Newberry County School District Procurement Code should direct all correspondence to: Director of Purchasing, Newberry County School District, 3419 Main Street, Newberry, SC 29108. Note: Does not apply to small purchases (less than \$50,000. in actual or potential value).
40. **POSTING OF AWARD:** Notice of Award or Intent to Award will be posted in the Business Office located at the 3419 Main Street, Newberry, SC 29108. If the total value of the contract resulting from this solicitation is less than \$100,000.00, Proposers who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope. All Proposers will receive an "Intent to Award" should the total value of any contract resulting from this solicitation be \$100,000.00 or greater.
41. **NON-APPROPRIATIONS:** Any contract entered into by Newberry County School District resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
42. **CONFLICT OF INTEREST:** Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal.
43. **FEDERAL DEBARMENT STATUS:** Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Therefore, when expenditures or contracts are to be paid with federal funds, Federal Regulation 7CFR 3017 regarding Federal debarment status will apply. For further information regarding 7 CFR 3017 Government wide Debarment and Suspension, refer to <http://www.access.gpo.gov/nara/cfr/index.html>.
44. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a Proposal, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
45. **SUBSTANCE FREE ENVIRONMENT:** The uses of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.
46. **SEVERABILITY:** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.
47. **CERTIFICATION & COMPLIANCE:** The undersigned agrees to furnish the commodity and/or services stipulated in the attached invitation, at the prices and terms stated, subject to the

general conditions outlined and the specific conditions identified. A signed purchase order furnished to the successful bidder results in a binding contract without further action by either party.

Note: No qualified individual with a disability No one shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by Newberry County School District.

(Title II ADA)

PROJECTED TIMELINE

Proposal Release Date	Tuesday, January 19, 2021
Deadline for Questions	Friday, February 5, 2021 @ 2:00 p.m.
Deadline for Receipt of Proposal Responses	Tuesday, January 16, 2021 @ 2:00 p.m.

SPECIAL INSTRUCTIONS

DEFINITIONS

The District – Refers to School District.

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

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

REQUESTS FOR CLARIFICATION

From the time of receipt of this RFP until the awarding of the contracts, Offerors are hereby cautioned to **limit any communications with the District to the email address named below.** Any attempt to circumvent the RFP process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this RFP should be in writing **VIA EMAIL**, to RFP NCSD-2021-001 (2021NCSD@district.us.com).

Questions will be answered by issue of Addenda sent out to the entire list of potential Offerors that have requested a copy of the RFP from the District. Any interpretation, clarification, or correction in the language of the RFP will be made by release of an ADDENDUM in this fashion. It will be the responsibility of all respondents to contact the District prior to submitting a response to this RFP to ascertain whether Addenda have been issued.

INSTRUCTIONS

Proposals received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

The District reserves the right to reject any or all Proposals, to waive any informalities, irregularities or technical defects in Proposals, and unless otherwise specified by the District to accept any item or groups of items in the Proposal, as may be in the best interest of the District.

PREPARATION OF PROPOSALS

If erasures or other changes appear on the Proposal forms, each erasure or change should be initialed by the person signing the Proposal.

Any documents intended to supplement or deviate from the express requirements of this Proposal solicitation may result in a rejection of that Proposal.

Please address the outside of your submittal envelope as follows:

Tina Leitzsey
Director of Technology
Phone: 803-321-2600

MARK ENVELOPES as follows:

NETWORK UPGRADES
RFP #NCSD-2021-001
Due: Tuesday, February 16, 2021 - 2:00 PM (EST)

Vendors must submit one original and four (4) copies of the proposal

Please also submit one copy of the proposal as follows:

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

MARK ENVELOPES as follows:

NETWORK UPGRADES
RFP #NCSD-2021-001
Due: Tuesday, February 16, 2021 - 2:00 PM (EST)

SPECIAL TERMS & CONDITIONS

Successful Vendor must have an [FCC Form 498 ID](#) and must be a vendor in good standing with USAC-SLD (the E-Rate Program).

All supplies or equipment offered to the District must be new.

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

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

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

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

Proposal as Offer to Contract: By submitting your proposal, you are offering to enter into a contract with the District. 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 first page.

Proposals submitted in English and Dollars: Proposals submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted in the solicitation.

Public Opening: Prices Not Divulged – In competitive sealed proposals, prices will not be divulged at the opening. Proposals will be publicly opened at the date/time and at the physical address identified on the cover page, or last amendment, whichever is applicable.

Rejection/Cancellation: Newberry County School District reserves the right to cancel or reject any proposal in whole or in part.

Tax Credit Availability: Offerors interested in income tax credit availability by subcontracting with certified minority firms should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, (803) 734-0562.

Preparation of Proposal:

- All proposals should be complete and carefully worded and must convey all of the information requested by the District. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the District will be the judge as to whether that variance is significant enough to reject the proposal.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- The proposal and any accompanying documentation should be bound in a single binder where practical.
- If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.

Discussions/Negotiations: By submission of a proposal, the offeror agrees that their proposal is based on the written specifications, terms and conditions and any written amendments issued by the Director of Purchasing. The offeror agrees that during the period following issuance of a proposal and prior to notification of intent and/or award of contract, offeror shall not discuss this procurement with any party at the District and will limit all correspondence to that sent to 2021NCSD@district.us.com. The offeror will not discuss or attempt to negotiate with Newberry County School District any aspects of the procurement without prior approval of the Director of Purchasing, Newberry County School District. An offeror may have their proposal rejected if they violate this condition. After opening, the Director of Purchasing may, in his sole discretion, initiate discussions with you to discuss your offeror.

Submitting Proprietary/Confidential Information: Offerors must clearly mark as "confidential" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The District reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination in the regard.

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

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

Evaluation documents pre decisional in nature such as District memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the District memoranda reflecting the pre decisional deliberations.

Note: Marking your entire proposal confidential/proprietary is not in conformance with the SC Freedom of Information Act.

Discussions 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 RFP. All offerors, whose proposals, in the District’s sole judgement, needing clarification shall be accorded such an opportunity.

Product Information

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

Warranty

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

CONTRACT TERM/OPTION TO EXTEND

The District reserves the right to award a single or multiple contracts as deemed in the best interest of the district.

Contract Period: The initial contract period will begin on the date signed by the district and will extend through September 30, 2023. The initial term may be voluntarily extended/renewed. Renewals will be in one year increments and will be instated via a simple one-page voluntary amendment to extend the CED one year and to be executed by the District and the Offeror. The extensions may be less than, but may not exceed (3) additional one year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the District of its intention in writing 90 days prior to the anniversary date. Any further extensions must be in accordance with the Newberry County School District Procurement Code.

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

Equipment/Consumables:

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

on the District's purchase order. Any decrease in the cost of the finished product due to a general decline in the market price or other effective factors shall be forwarded to the District with immediate inception into the term contract.

SCOPE OF WORK

The Newberry County School District ("the District" or "Newberry") is herein soliciting sealed proposals for NETWORK UPGRADES, including Network Switch Upgrades and Wireless Access Points. Quotes should be by location. Installation is not a component of this request. The district's request is for equipment purchase only. **If any item quoted by a vendor is not 100% eligible for E-Rate Support, it is the responsibility of the vendor to provide a cost allocation.** In all instances where a specific manufacturer is referenced, bidders should assume the district **will consider EQUIVALENT** equipment.

It is the intent of the District to award a Contract featuring an option for voluntary extensions not to exceed a total term of 5 years. The District encourages interested firms to offer proposals for any, each, or all of the categories of services listed above. The District will negotiate and award one or more contracts as deemed in the best interest of the district.

The District has established a standard for Network Systems that utilizes Microsoft operating systems, CISCO/Aruba switches and Aruba Wireless access points. The district has a satisfactory installed base that adheres to this IT Standard. The district will take this IT Standard into account as illustrated in the evaluation criteria on page 16 of this Request for Proposals.

Newberry County School District is a SC Public School District with 14 instructional locations with a total enrollment of approximately 5750 + students. The District also has 1 ancillary location – Newberry County School District Office, which serves as the Hub of the district's network. Wide Area Network services and Internet Access are provided by the SC-DSIT network.

Requested Equipment:

In all cases where a specific manufacturer is indicated, offerors may conclude that the district will consider **EQUIVALENT** equipment.

SCHOOL NAME	PART NAME	PART NUMBER	QTY
Little Mountain Elementary School	Cisco Meraki MR46	MR46-HW	27
Mid Carolina Middle School	Cisco Meraki MS390 48-Port GbE PoE+ Switch	MS390-48P-HW	10
	Cisco Meraki MR46	MR46-HW	31
Prosperity/Rikard Elementary School	Cisco Meraki MS390 48-Port GbE PoE+ Switch	MS390-48P-HW	3
	Cisco Meraki MR46	MR46-HW	33
Pomaria/Garmany Elementary School	Cisco Meraki MS390 48-Port GbE PoE+ Switch	MS390-48P-HW	4
	Cisco Meraki MR46	MR46-HW	49
Whitmire Community School	Cisco Meraki MS390 48-Port GbE PoE+ Switch	MS390-48P-HW	3
	Cisco Meraki MR46	MR46-HW	34

UNIVERSAL SERVICE FUND

Successful Vendor must have an [FCC Form 498 ID](#) and must be a vendor in good standing with USAC-SLD (the E-Rate Program).

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

The District will post an FCC Form 470 on the USAC-SLD web site in conjunction with this RFP, and it is the intent of the District to file FCC Form 471 Application(s) with the SLD for funding of these services. The successful Offeror must possess a Service Provider Identification Number (SPIN) and will be required to bill in accordance with SLD guidelines using the method determined by the District.

The contractor warrants that it is qualified under applicable Federal Communications Commission and South Carolina Public Service Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Agreement to schools, libraries, rural health

care providers, agencies, institutions and consortia thereof, and other entities that are eligible for those allocations/disbursements on behalf, and for the benefit, of those entities, agencies and institutions. The contractor also agrees to maintain those qualifications, and to provide reasonable assistance to agencies, institutions and entities in applying for and receiving these allocations/disbursements and applying these to any billing that they would receive from the contractor for services.

PROPOSER INFORMATION

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

1. Proposer's main business activities.
2. Description and capabilities of equipment being proposed
3. Indicate the capability of your company to provide the proposed service to the District.
4. Indicate the understanding of criteria listed in the Specifications section of this proposal.
5. Describe your customer support capability and philosophy. Include response times.
6. Provide records of governmental or client litigation, including any debarments, related to your company or its affiliates.
7. List at least three references; preferably in an education environment of similar size.
8. List the person who will responsible for the implementation of the service and the support thereafter.
9. Demonstration of company's experience in providing similar services for public projects with emphasis on public school projects.
10. Costs to School. Itemized costs for individual equipment
11. Overall Design.

Requirements

Evaluation of Proposals

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

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

Selection will be based upon the following criteria in order of importance.

1. **Cost to the District = 50 Points**
 2. **Design and compatibility with the District's standards; Prior Experience with Service Provider = 30 Points**
 3. **Understanding of the proposal/Presentation = 5 Points**
 4. **Qualifications of the proposer's staff/References = 15 Points**
- Total Points = 100**

MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:

a) Statement of Policy:

It is a practice of the Newberry County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the District which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the District. Further, it is the practice of the District to encourage and promote, on an inclusionary basis, contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Newberry County School District will comply with this policy.

b) Subcontractor Participation:

Newberry County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

c) Business Utilization Report:

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the Proposal submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with Newberry County School District. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

Business Enterprise Utilization Report

List all vendors/subcontractors to be used on this project. All MBE's or WBE's proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Newberry County School District's Minority Business Enterprise Plan.

In column 6 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- ABE – Asian-American Business Enterprise
- MAJ – Majority Business Enterprise
- HBE – Hispanic Business Enterprise
- FBE – Female Business Enterprise

Project Title	W/M Business Enterprise Name	Address	Contact Person(s)	Telephone #	Designation Code

Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Newberry County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically, Newberry seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Women Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Women Business utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Women Business Enterprise Program in the performance of this contract.

Name: _____

Signature: _____

Title: _____

Date: _____

Lowest Corresponding Price Certification

To Whom It May Concern:

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

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

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

This ensures that:

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

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

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

Service Provider: _____ SPIN: _____

Printed name of the person completing this form: _____

Signature: _____

Title: _____ Date: _____

PERMITS AND RESPONSIBILITIES

Contractors shall, without additional expense to the District, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, state or local laws, codes and regulations in connection with the execution of this work. The contractors shall be responsible for holding the District harmless from all damages to persons or property that occur as a result of his/her fault or negligence.

Insurance:

The contractor shall provide and maintain during the entire period of performance under this contract, the following insurance coverage:

<u>TYPE</u>	<u>AMOUNT</u>
Worker's Compensation	\$1,000,000.00
Comprehension General	\$1,000,000.00 per occurrence for bodily injury
Comprehensive Vehicle	\$1,000,000.00 per person
Liability	\$1,000,000.00 per accident for bodily injury \$1,000,000.00 for property damage
Property Damage	\$100,000.00 each occurrence; \$200,000.00 aggregate
Cargo Insurance	\$150,000.00 transit replacement value per truckload

Prior to the commencement of work, contractors must furnish to the District, a Certificate of Insurance Coverage showing the District as a loss payee. No insurance will be acceptable unless written by a company licensed by the State Insurance Department to do business in South Carolina where the work is to be performed at the time the policy is issued and the company must be acceptable to the District

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of our result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of the, or by any one for whose acts any of them may be liable:

Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment.

Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District assigned, 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 the District as the 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 the District (ii) provides no material alterations, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the District 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) Certificate of Insurance must be received directly from the insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice of any proposed reduction of coverage or 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 required by this paragraph is not waiver of contractor's obligations to obtain the required insurance.

SC Illegal Immigration Reform Act Compliance Agreement

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

By signing your Offer, you the contractor, certify that said company will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008 Title 8 Chapter 14 of the S.C. Code Annotated). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.