

RFP#22-2315 RHSD Internal Network Services

| | | |
|---|--------------------|--------------------------------------|
| TITLE (Business title of person signing above) | | (See "Signing your Offer" provision) |
| PRINTED NAME (Printed name of person signing above) | DATE SIGNED | |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. | | |
| STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.) | | TAX IDENTIFICATION NUMBER: |

HOME OFFICE ADDRESS (Address for offeror's

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I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

1. **INSTRUCTIONS TO BIDDERS:**

- A. Proposals shall be publicly opened at **10:00 AM** on, **January 16, 2023**. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed Proposals shall be mailed to the **Procurement Services Attention: RFP#22-2315 RHSD** located at 386 East Black Street Rock Hill, SC 29730.
- B. Proposals shall be submitted **NO LATER THAN 10:00 AM** in the place and manner as described in paragraph 1A above. Proposals received after 10:00 AM shall be late Proposals. Late Proposals shall not be considered for award and will be returned to the vendor unopened.
- C. One additional hardcopy of the proposal must be submitted as follows: **Service Associates, Inc. ATTN: Oliver Frail RFP#22-2315, 225 Cook Street, Rural Hall, NC 27045**.
- D. The District shall not accept responsibility for unidentified Proposals.
- E. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
- F. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- G. The District shall not accept oral, emailed, or FAXED Proposals.
- H. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

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

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

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

5. **ACKNOWLEDGEMENT OF ADDENDUM(S):**

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

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

7. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**

- A. Questions regarding this RFP MUST be in writing VIA EMAIL to RFP#22-2315, 2023Rockhill@district.us.com. All other communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.

B.

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15. **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.

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

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

18. **PROPRIETARY INFORMATION:** Unless otherwise required by law, and until the public opening of the proposals, all

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description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model

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Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.

15. SUSPENSION AND DEBARMENT: By submitting a proposal (IFB/RFP/RFO), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for 6(8(a)2.8(Tc -0.e(i)10.6(i)10.6(t)-2.9-6.6(ff)2(tn)2.3(w(n)2.3(s)c)-2()10.6(cfe)2(t)-1.9(rim)-6.4(inlan)2.2(y(,)-1())10

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26. STUDENT AND STAFF SAFETY:

II. GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

III. INTRODUCTION

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

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

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

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

II. BACKGROUND

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act.

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and

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1. **LOT 1:** Internal Network Technical Services - IC
2. **LOT 2:** Network Basic Maintenance Services - BMIC

The District encourages interested service providers to offer proposals for any, each, or all of the categories of services listed above. The services will be awarded by LOT. The District will negotiate and award contracts as it deems necessary. The Internal Network Technical and Network Basic Maintenance Services required by the district will vary month to month based on the District's needs. It is the intent of the District to award a one-year contract(s) featuring an option for voluntary extensions. The initial term may be voluntarily extended / renewed. Renewals will be in one-year increments and will be instated via a simple one-page voluntary amendment to extend the Contract Expiration Date one year and to be executed by the District and the Offeror. The extensions may be less than, but may not exceed four (4) additional one-year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the District of its intention in writing 90 days prior to the anniversary date. Any further extensions must be in accordance with the District Procurement Code.

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

The District's Network Systems that utilize Microsoft operating systems for both servers and user devices. Network Electronics include but are not limited to Cisco/Meraki wireless access points, Cisco/Meraki Network Gear, Brocade, and Palo Alto. The District maintains and adheres to the network design it has developed over time. The Contractor must have documented experience with these systems. The District will take the systems experience into account as illustrated in the evaluation criteria on page 19 of this RFP.

In addition to WAPs and Network Gear, the District's additional maintenance needs include but are not limited to the following eligible and ineligible technologies:

- HP Physical and Virtual Server Configurations, operating in a cluster environment
- Active Directory
- US Critical Switch Modules (copper & fiber)
- Cisco/Meraki networking gear and components

SERVICE PR/TT2 1 Tf-0(J)fi.9(e)-1(r)10(Xe)-w 2.2 0 Td3(19)Tj0 Tc 07e C-2(u.9(.001 Tc 07e)-a6.28 0 Tof)-32Tc 0.005h b-3

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4. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
5. Goods and services provided shall be clearly designated as "E-rate Eligible". Ineligible goods and services shall be clearly called out as 100% ineligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
6. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within five (5) days to questions associated with its proposal.
7. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC.
8. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

TASKS

The Service Provider will be required to adhere to these tasks which includes, but is not limited to:

1. Removal of any equipment that will be replaced will be transported and stored in one central location for the district. The District will be responsible for the disposal of the equipment from the central location.
2. Removal of existing equipment must include documenting the model and serial number per site using Microsoft Excel.
3. Install and configure new equipment. The District will work with the Service Provider to offer the necessary equipment configurations.
4. Document the model and serial number of new equipment with the site and data closet that the systems were installed. This equipment will also be labeled with the Funding Request Number to be provided by the District using Microsoft Excel.
5. Ensure that all new equipment is registered to the District for warranty purposes and shall provide a listing if any applicable contract numbers related to warranty and support.

UNIVERSAL SERVICE FUND

The Contractor must have a [Form 498 ID Number](#) and must be a vendor in good standing with USAC-SLD (the E-Rate Program). The District will post an FCC Form 470 on the USAC-SLD web site in conjunction with this RFP, and it is the intent of the District to file a FCC Form 471 Application(s) with the SLD for funding of these services. The successful Contractor must possess a Service Provider Identification Number (SPIN) and will be required to bill in accordance with SLD guidelines using the method determined by the District – Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR).

By submitting to this request for proposal the Contractor warrants that it is qualified under applicable Federal Communications Commission and South Carolina Public Service Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Agreement to schools, libraries, rural health care providers, agencies, institutions and consortia thereof, and other entities that are

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1. Pages 1 and 2 of this Request for Proposal.
2. C

6. Hourly Rate

The hourly rate, Appendix II shall be submitted **separately in a sealed envelope**. Cost proposals that exceed the budget ranges will not be considered.

The District will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a Consultant. The District reserves the right to negotiate final fees and scope of

APPENDIX I- REFERENCES

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

| REFERENCE #2 | |
|---------------------|--|
| COMPANY NAME: | |
| CONTACT NAME: | |
| ADDRESS: | |
| PHONE: | |
| EMAIL ADDRESS: | |
| DATE OF CONTRACT: | |

DESCRIBE WORK PERFORMED

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

| | |
|---------------------|--|
| REFERENCE #5 | |
| COMPANY NAME: | |
| CONTACT NAME: | |
| ADDRESS: | |
| PHONE: | |
| EMAIL ADDRESS: | |
| DATE OF CONTRACT: | |

APPENDIX II- HOURLY RATE

| LOT 1- Internal Network Technical Services | |
|--|--|
| Level of Service | Hourly Rate |
| Level I Technician | \$ |
| Level II Systems Engineer | \$ |
| Level III Senior Systems Engineer/Consultant | \$ |
| Project Manager | \$ |
| Total fee of all Labor This amount will be evaluated. | \$ |
| Break/Fix/Replace Hardware | Cost Plus ___% or State Contract When Applicable |

| LOT 2- Network Basic Maintenance Services | |
|--|--|
| Level of Service | Hourly Rate |
| Level I Technician | \$ |
| Level II Systems Engineer | \$ |
| Level III Senior Systems Engineer/Consultant | \$ |
| Project Manager | \$ |
| This amount will be evaluated. | \$ |
| Break/Fix/Replace Hardware | Cost Plus ___% or State Contract When Applicable |

***The District reserves the right to negotiate all rates. ***

APPENDIX III- NON-COLLUSION AFFIDAVIT

APPENDIX IV- CONFLICT OF INTEREST

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

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and

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

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

Please check only one box below.

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

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

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

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

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX V- CERTIFICATION OF ELIGIBILITY

Certificate Regarding Debarment, Suspension, or Ineligibility

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

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

Company Name

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date