

# Network upgrades

Ε/Εροπένν Dgva (Eymn) F. Friday, March 8, 2024 at 10:00 a.m.

DUERDA

DAY FOR QUESTIONS: Monday, March 11, 2024 at 10:00 a.m.

1:00 PM

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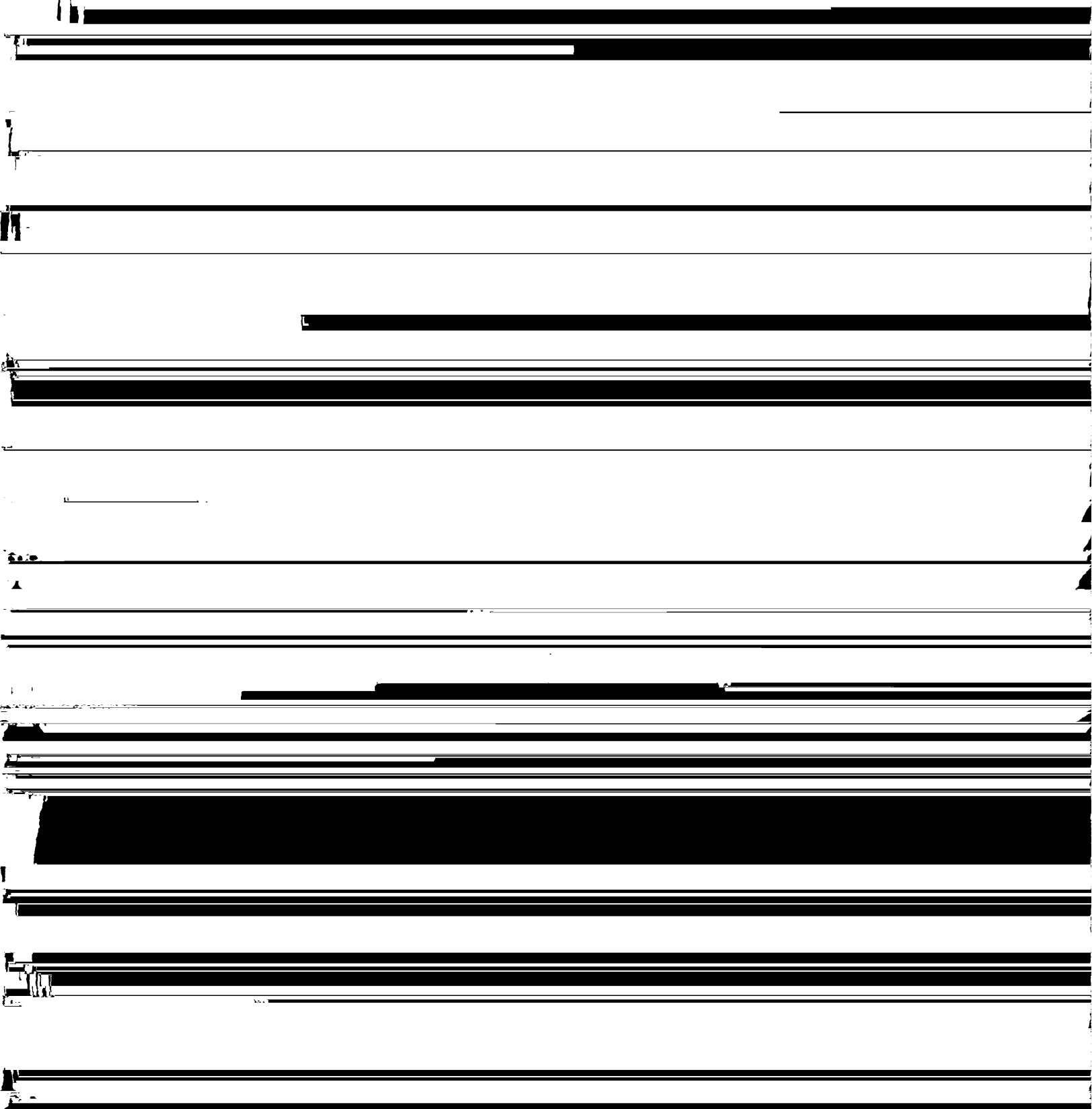
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.....

<b>TITLE</b> (Business title of person signing above)		<input type="checkbox"/> <b>Other</b> _____  (See "Signing your Offer" provision)
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	

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 concrete legal



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**I. GENERAL INSTRUCTIONS**

**1. INSTRUCTIONS TO BIDDERS:**

- A. Proposals shall be publicly opened at **11:00 AM** on, **MARCH 8, 2024**. 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# 23-2415 (RHSD-2024-002)** located at 386 East Black Street Rock Hill, SC 29730.
  
- B. Proposals shall be submitted **NO LATER THAN 11:00 AM** in the place and manner as described in paragraph 1A

[REDACTED]

[REDACTED] gang in information, national crisis, or any other applicable statute protected by Title VI, Title VIII, Title IX or any other

[REDACTED]

[REDACTED]

[REDACTED]

Writing within fifteen (15) calendar days of the date of issuance of the Invitation for Proposal or Request for Proposal

or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

An actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract

shall present to the Director of Procurement Services. The protest shall be submitted within ten (10) of the date award

manufactured products). For purposes of this section:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States.

- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastic and polymer-based products such as reinforced

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

awarded

## II. TERMS AND CONDITIONS

1. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons

~~of any negligence on the part of the vendor, his agents or employees in the performance of this contract and in any~~

of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion

~~and defend all costs to the vendor. The vendor shall take all necessary steps to protect the District from any and all claims that may arise~~



Procurement Officer may pay the contractor, if at all, an amount set in accordance with paragraphs (b) and (c) of this section ("2").

- ii. The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under paragraph (d) of this section ("2"), and the contract price of the work not terminated;
- iii. Absent complete agreement under paragraph heading "2. TERMINATION", the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under paragraph (a) of this section ("2"), shall not duplicate payments under this subparagraph:

~~o contract prices for supplies or services accepted under the contract~~

- o costs incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- o any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable

proceeds of any sales of supplies and manufacturing materials under paragraph (d) of this section ("2"), and the contract price of work not terminated.

- iv. Contractor must demonstrate any costs claimed, agreed to, or established under paragraphs (a) and (c) of this section ("2") using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the

State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

**STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule

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

**12. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace

Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty

Contractor. In addition, Contractor and/or Subcontractor acknowledges that it solely responsible for, and shall promptly pay, all employer taxes, withholding requirement, etc., on its employees.

The successful contractor shall provide a certificate of insurance within ten (10) calendar days after notification of

award of the proposal. The insurance required shall be written for not less than totals listed below:

A. WORKERS' COMPENSATION

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

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate

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

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having

contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any

duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

- 27. ROCK HILL SCHOOLS COVID-19 GUIDELINES:** Due to Rock Hill Schools COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SC DHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves

ii. The contractor will send to each labor union or representative of workers with which the contractor has

collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

~~D. DAVIS-BACON ACT: Compliance with the Davis-Bacon Act~~

- i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- ~~iii. Additionally, contractors are required to pay wages not less than once a week.~~



**D. CLEAN AIR ACT:**

The contractor must comply with all applicable state and federal environmental requirements.

Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor must comply with all applicable state and federal environmental requirements.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain:

**IV. 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.

~~Request for Proposals (RFP):~~ The document used to solicit proposals from potential providers for goods and services

(Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior

## V. INTRODUCTION

This solicitation is a Request for Proposal (RFP). Deak Hill Schools will conduct a formal selection process to determine

the most 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:

**VIII. SCOPE OF SERVICES**

**THE DISTRICT**

Rock Hill School District is a SC Public School District with twenty-eight (28) instructional locations and a total enrollment of approximately +/- 16,000 students. The District also has an ancillary location, which includes the Rock

[REDACTED]

The District's Network Systems utilize Microsoft operating systems for both servers and user devices. Network

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**SCORE 1 - CORE SWITCH HARDWARE SPECIFICATIONS**

PART NUMBER	EQUIPMENT DESCRIPTION	QUANTITY
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]





APPLIED ELECTRONICS PCY CENTER

QUANTITY

PART NUMBER

EQUIPMENT DESCRIPTION

MPRG-HW... Meraki MPRG Cloud AP... 10/11/11

Meraki Dual Band Patch Antenna

**X. 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

requirements of this RFP. The Contractor, however, may reduce the repetition of identical information within several

sections of the RFP by making the appropriate cross-references to other sections of the response. Submittals shall include

the following information divided by tabs:

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

The following information shall be listed in this section:

Name of primary contact, address, phone number, and email

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

Also include the following descriptive information:

- Business philosophy and mission statement.

Statement of commitment to the organization's mission, vision, and values.

VIII. EVALUATION CRITERIA

Criteria	Weight	Sub-Criteria	Weight
Technical Approach	30%	Understanding of Project Requirements	15%
		Proposed Solution and Methodology	15%
Company Experience	20%	Relevant Project Experience	10%
		Company Financial Stability	10%
Team Qualifications	20%	Key Personnel Qualifications	10%
		Team Composition and Size	10%
Risk Management	15%	Risk Assessment and Mitigation Strategies	10%
		Compliance and Regulatory Requirements	5%
Communication and Reporting	10%	Communication Plan	5%
		Reporting Structure and Frequency	5%

**XVI. APPENDICES**

Appendix I- Defamation

Appendix II- Non-Collusion Affidavit

Appendix III- Conflict of Interest

Appendix IV- Certificate of Eligibility



REFERENCE #4

COMPANY NAME:

**APPENDIX II- NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) I AM \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached RFP:

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

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

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees

[REDACTED]



**APPENDIX III- 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 beliefs \_\_\_\_\_

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 any failure to disclose any affiliation or relationship that creates

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 [ ] or my company has an unfair competitive advantage or a

conflict of interest; the District may withhold the award of this Agreement. Before employer taxes award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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

above.

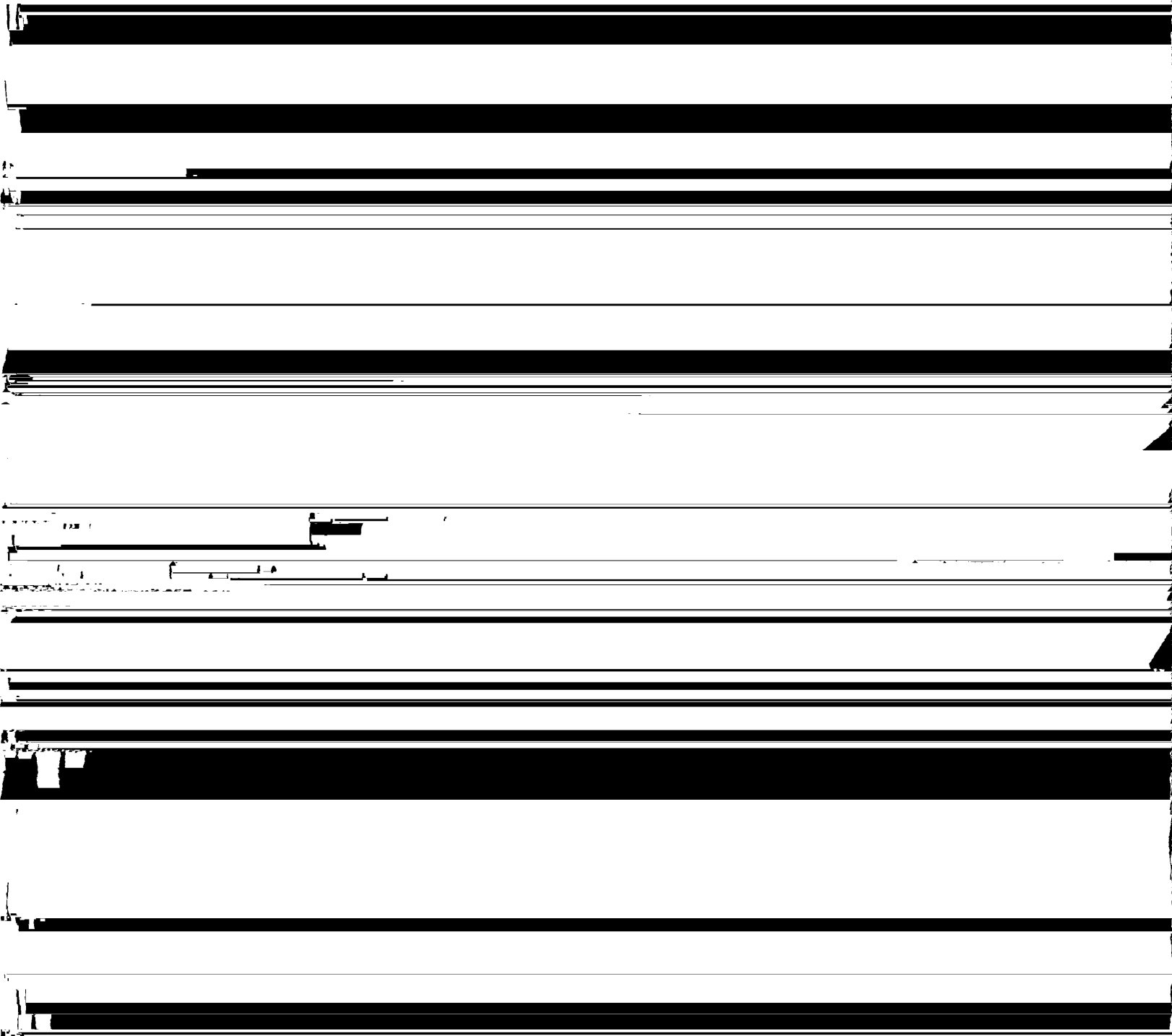
**Please check only one box below.**

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

competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or

**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~~





Universal Service  
Administrative Co.

**FCC Form 470 – Funding Year 2024**

Form 470 Application Number: 240019523  
23-2415 RHSD3 NETWORK UPGRADES

**Billed Entity**

ROCK HILL SCHOOL DISTRICT 3  
386 East Black Street ROCK HILL, SC 29730 YORK  
803 227-1900

**Contact Information**

Oliver Frail  
ofrail@serviceassoc.com  
803 227-1100

**Billed Entity Number: 127242**

**Application Type**

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

**Consulting Firms**

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

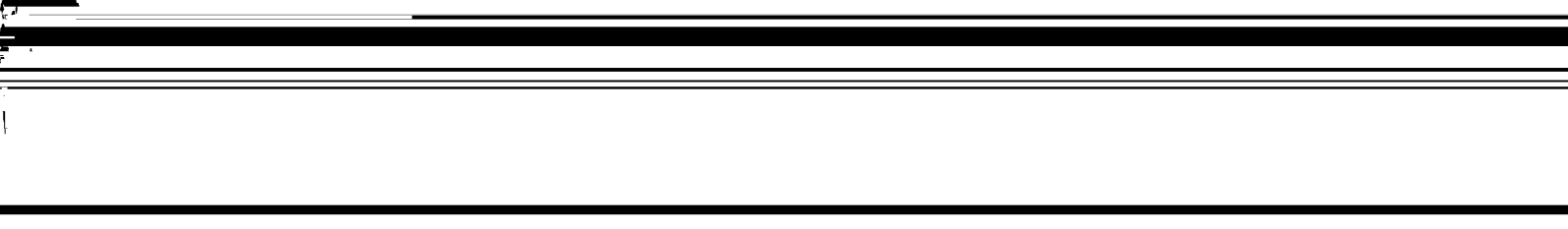
**Description of Other Functions**

ID	Name
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Narrative
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**Category Two Service Requests**

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

Whichever of the two options under this request mechanism is conditional upon the school(s) and/or library(ies) I represent acquiring



Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information, sending the information to the collection agency, reviewing and monitoring the collection of information, and sending the information to the collection agency.

the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation