



Solicitation # RFP1814
 Bid Opening Location Spartanburg School District 2
 3231 Old Furnace Rd
 Chesnee, SC 29323

Request for Proposal

Description: Core Switch Upgrade
Issue Date: February 14, 2018

Bids Due: March 14, 2018

Submit questions to: 2018SPA2@district.us.com

QUESTIONS MUST BE RECEIVED BY: March 5, 2018, 11 am (EST)

Mail/Hand Carry Bid To - Spartanburg School District Two
 (No Electronic/Facsimile Submissions) Attn: Kacey Austin
 3231 Old Furnace Rd
 Chesnee, SC 29323

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original Copy, Four (4) Hard Copies and One (1) USB Flash Drive Electronic Copy with original and redacted document. The redacted document will be used for FOIA purposes.

*****Solicitation Number and Opening Date must be shown on sealed envelope*****

The award, this solicitation, any amendments, and any related notices will be posted on our website
http://www.spartanburg2.k12.sc.us/FIN/Procurement/solicitations_awards.htm

Must Be Signed to be Valid

Authorized Signature		Printed Name/Title		Date	
Company Name				State Vendor No. (If Known)	
Mailing Address				Social Security or Federal Tax No.	
City		State		Zip	
Phone Number		Fax Number		Email Address	
Buyer Signature and Date (District Use Only)				Purchase Order Number (District Use Only)	

SC Certified Minority Vendor? Yes or No (circle one)

ACKNOWLEDGEMENT OF AMENDMENTS: Acknowledge receipt of amendments by initialing below.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

**Spartanburg County School District Two
Request for Proposal Invitation**

Date: February 14, 2018

RFP # 1814

Sealed bids will be received until **2:00 PM, March 14th at Spartanburg School District Two District Office** at which time they will be opened and read publicly.

Bids may be delivered (i.e., hand deliver, express mail services, etc.) or mailed to:
(**NO** electronic submissions)

SPARTANBURG SCHOOL DISTRICT TWO
ATTENTION: KACEY AUSTIN
3231 OLD FURNACE ROAD
CHESNEE, SC 29323

No bids will be accepted after the stated bid opening date and time.

SPARTANBURG SCHOOL DISTRICT TWO RESERVES THE RIGHT TO CANCEL THIS SOLICITATION IN WHOLE OR PART
AND REJECT ANY OR ALL BIDS IN WHOLE OR IN PART.

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I. INSTRUCTIONS TO BIDDER

1. Bid Documents:

Each bidder should carefully examine the "Request for Bid" documents, including any addenda. Should the bidder identify any discrepancies or ambiguities, he shall at once notify the undersigned. No allowance will be made for oversight or misunderstandings by the bidder after bids are received.

Spartanburg County School District Two's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

2. Preparation of Bids:

The bid form must be either typewritten or handwritten in ink to show prices and notations. No erasures will be permitted. Errors must be crossed out, corrections entered, and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening. Signatures on bids must be by a principal, duly authorized to make contracts.

A. Evidence of liability insurance carried along with worker's compensation documentation for each employee must be submitted with the bid and maintained throughout the contract. The District reserves the right to accept or reject bids on the basis of adequacy of liability and worker's compensation coverage.

B. A minimum of (3) three references must be submitted in writing (on company letterhead if available) with the bid. References should be provided for previous employment by public schools or commercial entities if available. The District reserves the right to accept or reject bids based on references if deemed to be in the best interest of the District.

C. The prices specified in the bid must be F.O.B. Destination with all freight charges prepaid. On the Bid Forms, please indicate the delivery time after receipt of an order for the service/materials you have bid. No hidden or undisclosed prices will be acceptable.

D. Do not include sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required to pay, shall be provided as a separate line item.

3. Bid Expenses:

The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

4. Submission of Bids:

The bid package must be delivered in a sealed envelope, clearly marked with RFB Number. Bidders are responsible for the actual delivery of bid during business hours. No bid will be accepted after the stated bid opening.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

5. Failure to respond:

Failure to respond without advising the district-purchasing agent may result in the removal of your name from our bidder's list. If not submitting a bid, respond by returning the enclosed No Bid Reply form no later than the scheduled bid opening.

6. Withdrawal of Bid Response:

A bid response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Procurement Officer prior to the last date and time set for receipt of the bid responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the bid opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

7. Bid Opening:

The bid opening shall be public on the date and at the time specified. Bids will be opened and tabulated. Bid files may be examined during normal working hours after award and upon receipt of request. No bids shall be altered, amended, or withdrawn after the scheduled bid opening. Negligence on the part of Bidders in preparing bids confers no right for the withdrawal of bid after opening.

II. GENERAL CONDITIONS:

1. Acceptance of Bids:

The District reserves the right to accept, or reject, in part or in entirety, any or all bids, to negotiate with all qualified bidders and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District. If a bidder fails to state the time within which a bid must be accepted it is understood and agreed that the undersigned shall have sixty days to accept.

2. Addenda:

- a. At the discretion of the District, if it becomes necessary to revise or clarify any part of this solicitation, an addendum will be posted under "**Solicitations and Awards**" at http://www.spartanburg2.k12.sc.us/FIN/Procurement/Solicitations_awards.htm. Because this solicitation is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued.
- b. Any addenda issued by the District shall become a formal part of this quote/bid/proposal. Bidders shall acknowledge receipt of any Addenda by (1) signing and returning the amendment, (2) by letter, or by (3) initialing the cover page of the bid form under the appropriate column.

- c. The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing. No addenda shall be issued later than four (4) days prior to the RFB submittal date except to:

Withdraw the RFB or Postpone the RFB

- d. Such addenda shall take precedence over the original portion of the RFB documents concerned.

3. Awards:

- a. Awards will be made to the Bidder whose bid, in the opinion of the District, best meets the requirements of this RFB and the objectives of the District, except as otherwise specified in the RFB. Where more than one item is specified in the RFB, the district reserves the right to determine the successful bidder(s) either on the basis of the individual items or on the basis of all items included in the RFB, unless otherwise expressly provided in Section III (Special Conditions).
- b. The district reserves the right to modify or cancel in whole, or in part, it's RFB's.
- c. A written purchase order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the RFB results in a binding contract without further action by either party. The contract shall not be assignable by the bidder in whole or in part without the written consent of the District.
- d. Awards will be posted on our website
http://www.spartanburg2.k12.sc.us/FIN/Procurement/solicitations_awards.htm

4. Background Checks:

- a. As a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.
- b. All costs associated with these criminal background checks are the responsibility of the bidder.
- c. The Bidder shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.
- d. Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.
 - Rape or Criminal Sexual Conduct
 - Child Molestation or Abuse
 - Any Sexually Oriented Crime
 - Drugs: Felony use, possession or distribution.
 - Violent crimes
 - Robbery
 - Felony
- e. Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the District's property.
- f. The District may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

5. Clarifications:

The District reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's bid. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

6. Confidentiality:

Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified

by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each page of the bid they consider to contain proprietary information.

7. District or School Regulations:

The bidder(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. All representatives of winning bidder must display identification tags (picture ID) at all times while on school grounds.

8. Drug-free Workplace:

By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

9. Equal Opportunity:

Bidder shall comply with all Federal and State requirements concerning fair employment, and concerning the treatment of all employees without regard to or discrimination by reason of race, color, religion, sex, national origin, ancestry, or physical handicap.

10. Ethical Standards:

It shall be a breach of ethical standards of any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11. Indemnification:

The bidder(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any omission of the bidder(s)

12. Information:

- a. Any explanation desired by a Bidder regarding the meanings or interpretation of the bid schedule, attachments, specifications, etc. **must be requested in writing, by email, and with sufficient time allowed for a reply to reach Bidders before the submission of their offer.** All written requests must be sent to: 2018SPA2@District.us.com
- b. All contact should be directed to Kacey Austin, Procurement Officer. No company should contact District staff directly.
- c. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning the bid schedule will be furnished to all prospective Bidders as an amendment to the Request For Bid, if such information is necessary to Bidders in submitting offers on the bidder schedule if the lack of such information would be prejudicial to uninformed Bidders.
- d. The District seeks to permit maximum competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

13. Insurance:

The awarded Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina. The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the School District has received written notice, as evidenced by return receipt of registered or certified letter. Further, Spartanburg School District Two will be named as an additional insured on all policies.

Workers Compensation

The contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance as required by applicable State law for all of his/her employees to be engaged in work at the site of the project under the contract. In addition, the contractor shall maintain employers' liability insurance in the following amounts:

- E.L. Each Accident - \$100,000
- E.L. Disease – Each Employee -\$100,000
- E.L. Disease – Policy Limit - \$500,000

Commercial General Liability Insurance

The contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance, including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

- General Aggregate - \$1,000,000
- Products- Completed Operations Aggregate - \$1,000,000
- Personal & Advertising Injury - \$1,000,000
- Each Occurrence - \$1,000,000 (Bodily Injury and Property Damage)
- Fire Damage - \$1,000,000 per fire
- Medical Expense - \$1,000,000 per person

Coverage for explosion, collapse and underground property damage shall not be excluded from the policy. Completed operations liability coverage shall be in force for one year after completion of work.

Comprehensive Automobile Liability

The Contractor shall maintain Comprehensive Automobile Liability insurance (including all automotive equipment owned, non-owned and hired, operated, rented, or leased) Minimum coverage shall be:

- Bodily Injury - \$1,000,000 per person, \$1,000,000 per accident
- Property Damage - \$1,000,000 each occurrence OR combined single limit bodily injury and property damage liability - \$1,000,000

14. Invoices:

Invoices must be submitted to:
Spartanburg School District Two
3231 Old Furnace Rd
Chesnee, SC 29323

Delay in receiving invoices, as well as errors and omissions on the invoices; will be considered just cause for withholding payment without losing discount privileges. The district reserves the right to withhold payment or make such deductions as may be necessary to protect the district from loss of damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

15. Iran Divestment Act:

By submission of this bid, each bidder and each person signing on behalf of any Bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

16. Offeror Qualifications:

Bidder must, upon request, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this bid. The District reserves the right to make the final determination as to the Bidder's ability to provide the products or services requested herein. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

17. Publicity Release:

The bidder shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The bidder agrees not to publish or cite in any form any comments or quotes from District staff. Bidder further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply the products or services provided are endorsed or preferred by the District.

18. Right to Protest:

Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract may exercise protest rights under Section 4210 of the District Procurement Code within ten (10) days of the date of issuance of the Intent to Award.

19. Save Harmless:

(This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Bidder shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the proposer use of material furnished to the bidder by the District.

20. South Carolina Law Clause:

Upon award of a contract under this bid, 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 statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, 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 for taxes, license, or fees levied by the state. All bid documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

21. Specifications:

- a. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).
- b. Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be bid provided the brand name, model number, etc., is clearly indicated in the bid. However, the District reserves the right to insist upon the specified name brands.
- c. The Bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their bid.

22. Subcontracting:

- a. If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the bid, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor's qualifications to perform along with three references must be submitted.
- b. The bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their bid. The subcontractor is subject to the same terms and conditions of this agreement.

23. Termination

Termination for Cause:

The District reserves the right to cancel the contract without advanced notice should there be default or negligence on the part of the bidder. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

The District may, by written notice of default to the bidder, terminate this contract in whole or in part if the bidder fails to deliver supplies or to perform the services within the time specified in this contract or any extensions.

Termination for Convenience:

The district may cancel the contract for convenience upon a thirty (30) day advance written notice of intent to cancel the contract. In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) day advance written notice, then the District may negotiate reasonable termination costs, if applicable.

Default:

The District reserves the right to terminate this contract with a bidder due to unsatisfactory performance. In the case of default, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Non-Appropriations:

Any contract entered into by the District or its departments, employees or agents resulting from this Request for Bid 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 year.

24. Unlawful Acts:

The District interprets a signed bid as signifying that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

III. SPECIAL CONDITIONS

1. Non-mandatory Pre-Bid Conference: No pre-bid conference or site visit is scheduled.
2. This contract will be awarded as the initial year with an option for Spartanburg School District Two to choose to renew for four (4) additional one-year renewal periods (voluntary extensions). The total contract shall not exceed five (5) years total. Estimated initial award period will be April 1, 2018 – September 30, 2019.
3. Proposals will be evaluated by a review committee based on the following:

IV. SCOPE OF SOLICITATION/SPECIFICATIONS

The SPARTANBURG COUNTY SCHOOL DISTRICT 2 (“the District” or “SPARTANBURG2”) is herein soliciting sealed proposals for upgrade/replacement of:

The Core Switch located at the District’s Network Hub.

It is the intent of the District to award a multiyear 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, HP Network Gear and APC Battery Supplies. The district has a satisfactory installed base that adheres to this IT Standard and the district will take this IT Standard into account as illustrated in the **evaluation criteria on page 11** of this Request for Proposals.

SPARTANBURG COUNTY SCHOOL DISTRICT 2 is a SC Public School District with 15 instructional locations with a total enrollment of approximately 9700 + students. The District also has 1 ancillary location – SPARTANBURG COUNTY SCHOOL DISTRICT 2 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.

SPARTANBURG COUNTY SCHOOL DISTRICT 2 is submitting this Request for Proposals for a Core Switch Replacement at the District Office. In all instances where the District indicates a specific manufacturer, the offeror may assume the District will consider **EQUIVALENT** equipment and/or solutions.

QTY	Part Number	Product Name	Product Description
1	BR-MLXE-8-MR2-M-AC	MLXE-8, 2 HSF, 2 1800W AC, 1 MR2 (M) MGM	Brocade MLXe-8 AC system with 1 MR2 (M) management module, 2 high speed switch fabric modules, 2 1800W AC power supplies, 2 exhaust fan assembly kits and air filter. Power cord not included
1	BR-MLX-MR2-M	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR 4-, 8- AND 16-SLOT SYSTEMS. INCLUDES 4 GB RAM, 1 INTERNAL COMPACT FLASH DRIVE (2GB), 1 EXTERNAL COMPACT FLASH SLOT WITH INCLUDED 2GB CARD, RS-232 SERIAL CONSOLE PORT AND 10/100/1000 ETHERNET PORT FOR MANAGEMENT
1	BR-MLX-10GX20-M	MLX 20-PORT 10-GBE/1GBE (M) COMBO MODULE	Brocade MLXe twenty (20)-port 10-GBE/1-GBE (M) combo module with IPv4/IPv6/MPLS hardware support. Requires SFP+ and SFP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules
2	BR-MLX-1GCX24-X-ML	MLX/MLXE 24-PORT 1-GBE (ML) COPPER MODUL	MLX/MLXE 24-port 1-GbE (ML) Copper (RJ-45) Module. Supports 512K IPv4 routes in FIB. License Upgradeable to "X" scalability (1M IPv4 routes in FIB).
2	PC15USA	power cords	Power Cord for RPS4 and SI-ACPWR, USA version - NEMA 5-20P Plug (20amp)
1	MLXE8-SVL-NDO-1	ESSENTIAL NBD ONSITE SUPPORT, NetIron MLXe-8 System	Next Business Day, Onsite Support

UNIVERSAL SERVICE FUND

Successful Vendor must have a [FCC Form 498 ID](#) (previously referred to as SPIN) and must be a vendor in good standing with USAC-SLD (the E-Rate Program). The successful Offeror will be required to bill in accordance with SLD guidelines using the method determined by the District; **therefore, if the District wishes to utilize the SPI invoicing method, the selected vendor must be prepared to honor that.**

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 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. The proposer must respond to each concern.

1. **Cost to the District = 50 Points**
2. **Design and compatibility with the District's standards = 30 Points**
3. **Understanding of the proposal/Presentation = 5 Points**
4. **Qualifications of the proposer's staff/References/Applicant's Previous Experience with Vendor = 15 Points**

Total Points = 100

ITEMS THAT MUST BE INCLUDED WITH BID:

Bid Cover Sheet (Page 1) _____

Bid Check-List (Page 15) _____

Bidder Information Sheet (Page 16) _____

Form W-9 _____

Evidence of Insurance _____

Copy of Business License _____

Three References _____

V. BIDDER INFORMATION

I, the undersigned, certify that this bid does not violate any Federal or State antitrust laws.

Bidder's Federal ID or Social Security Number: _____

Please attach copy of W-9 form.

All bidders who are authorized to collect South Carolina sales tax must state their South Carolina tax registration number.

South Carolina Tax Registration Number: _____

Is your company a minority-owned company? Yes ___ No ___ OSMBA Cert # _____

Bidder Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

In compliance with the invitation and subject to all conditions thereof the undersigned offers and agrees, if this bid is accepted within 60 days from the date of opening, to furnish any or all items quoted on at prices as set forth after the item and make delivery, immediately after receipt of order, delivered, all transportation costs included and prepaid and unless otherwise stated and accepted herein.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Iran Divestment Act: By submission of this bid, vendor and each person signing on behalf of this vendor certifies that to the best of its knowledge and belief that this vendor is not on the list created pursuant to Section 11-57-310. This chapter does not apply to a procurement or contract valued at one thousand dollars or less; Section 11-57-40.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

(Printed or Typed)

VI. NO BID FORM

Request for Bid No.

Bidder _____

To assist us in obtaining good competition on our requests for bid, we ask that each firm which receives a request but does not wish to make a bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidder's list.

We hereby submit a "No Bid" because:

- 1. We do not wish to bid under the terms and conditions of the invitation for bid documents.
- 2. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 3. We do not sell the item(s) on which bids are requested.
- 4. Other: (Please explain) _____

- 5. Delete us from the Bidder's list.

Firm _____

Signature of Authorized Representative

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: _____