



**School District of Oconee County
REQUEST FOR PROPOSAL (RFP)**

Solicitation Number:
Date
Issued: Solicitation Protest Period
Ends:
Procurement Officer:
E-Mail Address:

RFP#985-537
September 18, 2026
15 days after issue date
Shannon Gibson
sgibson1@sdoc.org

DESCRIPTION: Leased Lit or Dark Fiber Services

The Term "Offer" Means Your "Proposal". Your offer must be submitted in a sealed envelope (One ORIGINAL and seven copies; USB drive also). Solicitation Number & Opening Date must appear on the envelope exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

School District of Oconee County Attention:
Shannon Gibson
125 South Cove Road
Seneca, SC 29672

PHYSICAL ADDRESS:

School District of Oconee County Attention:
Shannon Gibson
100 Vocational Drive, Entrance C
Seneca, SC 29678

PRE-PROPOSAL MEETING:	N/A
QUESTIONS/RESPONSES DEADLINE:	All questions must be emailed to Taylor Graham at jgraham@sdoc.org . The Deadline for written questions is October 2, 2026 at 1:00 PM.
PROPOSAL OPENING:	October 19, 2026, at 11:00 AM at 100 Vocational Drive, Seneca, SC 29678
AWARD & AMENDMENTS:	The award, this solicitation, any amendments, and any related notices will be shared via email.
NOTICE OF INTENT TO AWARD:	N/A
INTENT TO AWARD PROTEST PERIOD ENDS:	N/A
ISSUE PURCHASE ORDER:	As soon as practical
PRE-PROJECT CONFERENCE:	N/A
PROJECT START DATE:	
PROPOSED POPULATION PROJECTIONS COMPLETION DATE:	N/A
PROPOSED FINAL COMPLETION DATE:	N/A

BASE PROPOSAL PRICE: \$

Any award issued will be issued to, and the purchase order will be formed with, the entity identified as the offeror below. A proposal must be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. You must submit a signed copy of this form with your bid. By submitting a proposal or Bid, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the opening date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	
AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of the Offeror named above.)		PRINTED NAME	
TITLE (business title of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify state of incorporation)	
HOME OFFICE ADDRESS (Address or offeror's home office/ principal place of business)		NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent, if different from Home Office Address)	
PHONE NUMBER (including area code)		EMAIL ADDRESS	
PAYMENT ADDRESS (Address to which payments will be sent, if different from Home Office Address)		ORDER ADDRESS (Address to which purchase orders will be sent, if different from Home Office Address)	

ACKNOWLEDGEMENT OF AMENDMENTS Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue.							
Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

MINORITY PARTICIPATION
Are you a South Carolina Certified Minority Offeror? ☐ Yes ☐ No (Check one) If yes, South Carolina Certification # _____ (Attach a copy of certificate and complete the Minority Participation Form found on the last page of this Solicitation)

INSTRUCTIONS TO OFFERORS

All offerors must submit **one (1) original and seven (7) hard copies of their Proposal**, and one (1) electronic copy on a USB drive, along with all required documentation as specified within this Request for Proposal.

In addition, proposers must also submit an additional electronic copy of the proposal to Education Partners Solution, Inc., ATTN: Ed Gifford, gifford@eps4.com.

Questions will be answered by issue of Addenda sent out to the entire list of potential offerors that have registered by email at jgraham@sdoc.org. Addenda will also be posted to the Form 470 within the EPC Portal. 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.

Proposals will be accepted until October 19, 2026 at 11:00 AM

At that time, each proposal will be opened and the Proposers name read aloud. No other information will be announced at this time.

Proposal files may be examined during normal working hours after award and upon receipt of written request. No proposals shall be altered, amended, or withdrawn after the scheduled proposal opening. Negligence on the part of Offerors in preparing proposals confers no right for the withdrawal of proposal after opening.

LATE PROPOSAL PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed proposal packages must be clearly marked with Solicitation number and opening date on the outside. Proposal packages may be mailed or hand-delivered (during business hours) to:

School District of Oconee County

100 Vocational Drive

Seneca, SC 29672 Attn: Shannon Gibson

Sealed proposal packages must include all documents listed under SUBMITTAL INSTRUCTIONS, as well as any other requirements noted throughout this solicitation.

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

Oral explanation or instruction given before the award of the contract will not be binding. Any information given orally to a prospective Offeror concerning the proposal schedule will be furnished to all prospective Offerors as an amendment to the Request for Proposal, if such information is necessary to Offerors or if the lack of such information would be prejudicial to uninformed Offerors.

DURING THE PERIOD BETWEEN PUBLICATION OF THE SOLICITATION AND FINAL AWARD, SUBMITTERS MUST NOT ATTEMPT TO COMMUNICATE, DIRECTLY OR INDIRECTLY, WITH THE DISTRICT OR ITS EMPLOYEES, AGENTS OR OFFICIALS REGARDING ANY ASPECT OF THIS PROCUREMENT ACTIVITY, UNLESS OTHERWISE APPROVED IN WRITING BY THE PROCUREMENT OFFICER. ALL COMMUNICATIONS MUST BE SOLELY WITH THE PROCUREMENT OFFICER [R. 19-445.2010]

VIOLATION OF THESE RESTRICTIONS MAY RESULT IN DISQUALIFICATION OF YOUR OFFER, SUSPENSION, OR DEBARMENT, AND MAY CONSTITUTE A VIOLATION OF LAW.

The successful responder will be independent of the District. None of the Contractor's employees shall be deemed for any purpose to be employees, or agents of the District. No acts performed for or representations made, whether written or oral, by the proposer to third parties shall bind the District. The proposer shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation, and other payroll taxes for its employees. The District shall have no liability of any sort for the proposer's employees.

GENERAL PROVISIONS

- A. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the Proposal or to procure any good or service. The District reserves the right to reject any or all bids/proposals.
- B. The School District of Oconee County Procurement Code and Regulations will govern and supersede any and all documents, Bids and policies, whether stated or implied. The Procurement Code and Regulations may be found at <https://drive.google.com/file/d/0B3scVWzhxKeVS0IQWmU4X19sem8/view>.
- C. 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.

- D. Addenda

Addenda shall be issued prior to the proposal submittal date and in time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this solicitation, an addendum will be shared and distributed to any known potential Offerors via email.

All Offerors shall acknowledge receipt of any addenda by (1) signing and returning the addendum with offer, (2) by letter or (3) by submitting a Proposal that indicates the Offeror received the addenda (Page 2 of the cover sheet).

Any addenda issued by the District shall become a formal part of this proposal and take precedence over the original portion of the solicitation documents concerned.

The District shall not be legally bound by any amendment or interpretation that is not in writing.

- E. 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 propose 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.

- F. Affirmative Action

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.

- G. Approval of Publicity Release

The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. Vendor further agrees not to refer to the 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.

- H. Authorization and Acceptance

The Proposal must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this RFP. **It is understood that an Offeror's Proposal is firm for a period of ninety (90) calendar days from the proposal due date.**

- I. Clarifications

The District reserves the right, at any time after opening and prior to award, to request any Offeror clarification,

address technical questions, or to seek or provide other information regarding the Offeror's proposal. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

J. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to this RFP 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 proposals 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 Proposals remain confidential must visibly mark as "Confidential" each part of the Proposal they consider to contain proprietary information.

Any portions of the submitted Proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method of such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the Proposal as nonresponsive. Examples include:

- 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

K. Covenant 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, the 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.

L. District Closings

If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of proposals by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule proposal opening. If District offices are closed at the time a pre-proposal or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

M. Examination of Records

- i. 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.
- ii. The contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the superintendent of 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).

N. Installation

Where equipment is called for to be installed under this request, 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.

O. Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their Proposal. By submission of a Proposal, Vendor shall guarantee that all services shall meet the requirements of this solicitation during the contract period.

P. Correction of Errors on the Proposal Form

All prices, notations and Proposal forms should be typewritten or printed in ink. Errors should be crossed out, corrections entered and initialed by the person signing the Proposal. Erasures or correction fluid may be cause for rejection. No Proposal shall be altered or amended after specified time for opening.

Q. Insurance

Vendor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Vendor or any of its approved subcontractors or their respective officers, directors, employees, or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. All vehicles that travel on school grounds must have insurance as required by the State of South Carolina. The District reserves the right to accept or reject bids on the basis of adequacy or liability and worker's compensation coverage.

R. License and Permits

During the term of the contract, the Vendor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the resulting contract. **A copy of your current business/professional license should be included with your Proposal documents.**

S. Materials Required

All supplies or equipment offered to the District must be **NEW**. 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. In addition, the manufacturer's standard warranty will be required in writing with delivery of goods and services.

T. Proper Invoice

Invoices submitted for payment for goods and services provided under this contract shall contain, as a minimum, the following information:

- Name of business
- Form 498 ID
- FRN Number
- Contract number or other authorization for delivery of service or property
- Complete description of Services Provided and Number of Hours of Work Performed
- Entity/Building/School Name where service or equipment was provided

- Invoices must be broken down by FRN number to agree with the Form 471
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract.

U. Proposal Constitutes Offer

By submitting a Proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any Proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such Proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

V. 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.

W. Preparation 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.

X. Rejection/Cancellation

The District reserves the right, to accept or reject, in part or in entirety, any or all Proposals, to negotiate with all qualified proposers 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 an Offeror fails to state the time within which a proposal must be accepted it is understood and agreed that the undersigned shall have ninety (90) calendar days to accept.

Y. Responsiveness/Improper Offers

Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. The District may reject an Offer as non-responsive if the prices proposal are materially unbalanced between line items or sub-line items. A Proposal is materially

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

Z. 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.

AA. Subcontracting

The successful Offeror will not be allowed to subcontract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered in this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work.

The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror. The area(s) to be subcontracted should be detailed in the Bid. The subcontractor's qualifications to perform, along with three (3) references and proof of liability insurance must be submitted with Bid. The subcontractor must meet all criteria listed in the Offeror's Qualifications section.

The successful Offeror will not be allowed to substitute any subcontractor, or permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, approved by the District.

The Offeror alone will be held solely responsible to the District for performance of all Offeror obligations under any contract resulting from their Bid.

BB. Unlawful Acts

The District interprets a signed Proposal as signifying that the accompanying Proposal 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.

CC. Withdrawal of Response

A Proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the Chief Financial/Procurement Officer prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within ninety (90) calendar days after the Proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

SPECIAL TERMS & CONDITIONS/UNIVERSAL SERVICE FUND

Successful Vendor must have a current [FCC Form 498 ID](#), previously a Service Provider Identification Number (SPIN) and must be a vendor in good standing with USAC-SLD (the E-Rate Program). Offerors **MUST** provide documentation which proves they have completed the Form 498 ID Process with their proposal response.

The District has posted an FCC Form 470 in conjunction with this RFP, within USAC-SLD's productivity center web site, the **EPC Portal**. It is the intent of the District to file an FCC Form 471 Application(s) with the SLD for funding of these services. Successful Vendor must have a current [FCC Form 498 ID](#) and will be **required to bill in accordance with SLD guidelines using the method determined by the District [(Service Provider Invoice ("SPI") or FCC Form 472 ("BEAR"))]**.

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.

GENERAL TERMS & CONDITIONS

A. Contract Terms

Initial term: ten years. SDOC may, at its sole option, renew for up to two additional five-year terms, for a maximum contract duration of twenty years. A purchase order will be issued by the District and will represent a contract between the District and the vendor(s). Any award resulting from this RFP will be contingent upon the approval of the School District of Oconee County Board of Trustees. The District reserves the right to award multiple contracts to multiple vendors if deemed in the best interest of the district. The District will negotiate and award contracts as it deems necessary.

B. Price Increases – Equipment/Consumables

Prices shall remain firm during the initial contract period. No increased pricing will be allowed during the term of the contract, or extensions. 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.

C. District or School Regulations

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking, no weapons, and drug-free policies. Appropriate shirts, shoes and pants should be worn at all times while performing work on school grounds. All representatives of winning Proposer must display identification tags (picture ID) at all times while on school grounds. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

D. Background Checks

The Vendor and all representatives of the Vendor must have an acceptable background check within the last 12 months, to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer 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 and other states in which they previously resided, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agencies as qualified to do so. In addition, the Vendor 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. All costs associated with these criminal background checks are the responsibility of the Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

E. Conduct and Actions of Offeror's Employees

The Vendor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the Project Site or the District's property. The District may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

F. Drug-free Workplace

By signing and submitting a Bid, a proposer 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) and as amended.

G. Copeland Anti-Kickback Act

The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

H. Ethics Certification

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

I. Illegal Immigration

The 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. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with his subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act. **The Compliance Agreement must be signed and submitted with an offer.**

J. South Carolina Law

Upon award of a contract under this RFP, 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 Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed Bid, the Offeror 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.

K. Federal Requirements for Telecommunications Equipment or Services

(a) Contractor represents that it will not provide covered telecommunications equipment or services, as defined in 2 CFR § 200.216, to the District in the performance of this Agreement or any contract, subcontract, or other contractual instrument resulting from this Agreement.

L. Preferences

- a. SC/US End Product: Section 11-35-1524 provides a preference to vendors offering SC- end products or US-end products if those are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible product identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms “made”, “manufactured” and “grown” are defined by Section 11-35-1524(A). By signing your offer, you are certifying that the end- product (s) is/are either made, manufactured or grown in South Carolina or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. **SC End Product preference does not apply if Federal Funding is involved.** US End Product is available upon request IF Federal Funding is involved.
- b. Domestic Preference under a Federal Award: As appropriate and to the extent consistent with law, the District will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
 - i. “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.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Preferences – Resident Contractor Preference: To qualify, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a service which has been operated as such by the responder for at least one year before the proposal opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours /week each. In addition, at the time you submit your bid, you must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the

solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total proposal price. [11-35- 1524(C) (1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **This preference does not apply if Federal Funding is involved.**

- d. Preferences - Resident Vendor Preference: To qualify, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the proposal opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the proposal an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the proposal price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). **This preference does not apply if Federal Funding is involved.**

M. Excess Cost

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

N. Governing Laws

All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

O. Indemnification

The Vendor(s) shall agree to hold the District, it's officers, agents and employees 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 to any location in which work is located arising out of or suffered through any omission of the Vendor(s).

P. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed any and all requirements.

Q. Right to Protest

- (1) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall submit a written protest to the Assistant Superintendent of Operations within fifteen (15) days of the date of issuance of the applicable solicitation document at issue.
- (2) Intent to Award – Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) business days of the date notification of award is posted in accordance with the Code. A protest shall be in writing, submitted to the Assistant Superintendent of Operations, Josh Holliday (jholliday@sdoc.org) and shall set forth the grounds of the protest and the relief

requested with enough particularity to give notice of the issues to be decided. *Note: Does not apply to small purchases (less than \$50,000, in actual or potential value).*

R. Save Harmless

The successful Offeror 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, trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Offeror's use of material furnished to the Offeror by the District.

S. Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance written notice is given to the Vendor.

(1) 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 written notice, then the District may negotiate reasonable termination costs, if applicable.

(2) Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this Proposal shall apply.

T. Non-Appropriations Clause:

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

CONTRACT PROVISIONS FOR FEDERAL AWARDS

Expenditures or contracts involving Federal funds are subject to Federal Rules and Regulations. The provisions below apply to Non-Federal Entity Contracts under Federal Awards (if applicable to the contract):

- A. EQUAL EMPLOYMENT OPPORTUNITY. EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the contractor agrees as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor will send to each labor union or representative of workers with which the contractor has a 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.
 - iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."; and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The contractor will furnish all information and reports required by the Executive Order(s) listed in section "V, item A. iv." of this document, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized the Executive Order(s) listed in section "V, item A. iv." of this document, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order(s) listed in section "V, item A. iv." of this document, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
 - vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the

above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to the Executive Order(s) listed in section "V, item A. iv." of this document, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

- i. Overtime Requirements (40 U.S.C. 3702): No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. Health and Safety Standards (40 U.S.C. 3704): Standards are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- iii. Violation; Liability for Unpaid Wages, Liquidated Damages: In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause in this section.
- iv. Withholding for Unpaid Wages and Liquidated Damages: The Federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause.
- v. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in

this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses in this section.

C. CLEAN AIR ACT

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the Procurement Officer and understands and agrees that the Procurement Officer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

D. FEDERAL WATER POLLUTION CONTROL ACT

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the Procurement Officer and understands and agrees that the Procurement Officer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

E. DEBARMENT AND SUSPENSION

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the school District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iii. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

G. REMEDIES

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where

contractors violate or breach contract and provide for such sanctions and penalties as appropriate.

H. PROCUREMENT OF RECOVERED MATERIALS

For contracts using Federal Funding, Contractor and subcontractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

J. PROHIBITION OF CERTAIN COMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law

115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

SCOPE OF SERVICES AND NETWORK OBJECTIVES

School District of Oconee County (SDOC) is soliciting proposals for a fiber-based Wide Area Network connecting all listed District sites to two District service locations: the Network Operations Center (NOC) at the District Office and the Secondary Network Operations Center (SNOC) at Seneca Middle School. SDOC will evaluate leased lit fiber and leased dark fiber/IRU alternatives in accordance with the requirements of this RFP and applicable E-Rate rules.

Campus Connectivity Requirement

Each listed campus shall be provided with two separate fiber connections: one connection terminating at the NOC and one connection terminating at the SNOC. These are two required service paths, not a single connection with logical reachability to both locations.

The NOC and SNOC connections shall use physically diverse routes to the greatest extent reasonably achievable. The proposer shall identify and map all known common-route segments and common points of failure, including shared conduit, splice points, handholes, pole lines, bridge crossings, building entrances, provider points of presence, or other shared infrastructure. Any unavoidable shared infrastructure shall be clearly disclosed.

For lit fiber, each campus shall receive a separate 10 Gb Ethernet service to the NOC and a separate 10 Gb Ethernet service to the SNOC, unless a higher bandwidth is specifically identified elsewhere in this RFP. For leased dark fiber, each campus shall receive one dedicated single-mode fiber pair (two strands) to the NOC and one dedicated single-mode fiber pair (two strands) to the SNOC. Each pair shall independently support at least 10 Gb when lit by SDOC.

Hub, ring, or aggregation architectures may be proposed provided they preserve the required two-path design and do not collapse both campus connections onto a common physical route or single point of failure except where specifically disclosed and accepted by SDOC.

The District intends to support long-term bandwidth growth, resiliency, cloud services, cybersecurity, data-center interconnection, AI/ML applications, and other high-throughput instructional and administrative workloads. The proposal shall describe the architecture, route design, capacity, scalability, service levels, operations, maintenance, and all costs necessary to provide the proposed solution.

Proposal and E-Rate Administration

The District may require construction, installation, or deployment activities to begin following contract award, or may require the successful proposer to wait until E-Rate funding commitments and District funding are available. The District will issue a Notice to Proceed before contract implementation begins. A Funding Commitment Decision Letter (FCDL) alone is not a Notice to Proceed.

No lump-sum proposals will be accepted where the RFP requires site-level or cost-category detail. Costs shall be itemized by service location and by applicable recurring, non-recurring, special-construction, IRU, maintenance, testing, and other cost categories. Any item that is not fully E-Rate eligible shall be separately cost-allocated.

DEFINITIONS AND SPECIFIC TERMINOLOGY

Diverse Campus Paths:

Two separate physical fiber paths from each campus: one terminating at the NOC and one terminating at the SNOC. The two paths should avoid common physical infrastructure and single points of failure to the greatest extent reasonably achievable. Any unavoidable common-route segment or common point of failure must be identified in the proposal and route documentation.

Leased Lit Fiber:

A fiber-based broadband service where the service provider owns and manages the network, and the District pays a recurring fee to have data transported over the network. The eligible charges also include basic installation and

special construction.

Leased Dark Fiber:

The District leases capacity (i.e. a specific number of fiber strands) on a provider-owned and maintained fiber network. The eligible charges also include basic installation, special construction and maintenance and operations (M&O) and equipment to light the fiber. The maintenance and operations (M&O) charges related to leased dark fiber service will be the responsibility of the service provider. SDOC will procure the network equipment to light the fiber on a separate request for proposal listed on the FCC 470.

Network Operation Center:

The aggregation site for the existing network and the proposed fiber network for access to the Internet and WAN Core.

Internet Point of Presence:

The location(s) that the District receives the Internet Bandwidth for the District. The Internet POP for SDOC will be located at the NOC with a secondary Internet POP for SDOC will be located at the SNOC.

Diverse, Non-Collapsed Fiber Routes:

SDOC request fiber network solutions that are based on diverse, non-collapsed fiber route design *when possible* based on the fiber provider's existing network or proposed network. This references the public fiber network routes beyond the sites on premise fiber segment and the path to and from the campus to the fiber backbone.

COMMON FIBER SERVICE REQUIREMENTS

SDOC will accept leased lit fiber and/or leased dark fiber proposals using an existing or constructed provider network. The proposed service must be part of a provider network solution and must serve all locations identified in this RFP. SDOC shall be charged only the costs attributable to the District's service, allocated fiber, and applicable maintenance.

The proposer is responsible for all labor, materials, easements, permits, rights-of-way, pole attachments, surveys, inspections, make-ready work, testing, and other activities required to deliver the proposed fiber service. For lit fiber, the proposer is also responsible for the active equipment, technical support, maintenance, and operation required to provide end-to-end service.

Network Topology

The proposed fiber topology shall efficiently utilize existing provider infrastructure and required special construction while meeting SDOC's cost, maintainability, resiliency, scalability, and long-term service requirements.

The underlying fiber infrastructure shall provide two separate resilient connections from each campus: one to the NOC and one to the SNOC. The two paths shall be physically diverse to the greatest extent reasonably achievable, and all shared route segments or common points of failure shall be disclosed.

The proposer shall identify known shared physical routes, common splice points, common conduit, bridge crossings, pole lines, or other potential common points of failure affecting multiple District locations.

Physical Fiber Route and Construction Method

The proposer shall identify the physical construction method for each proposed fiber route, including whether the facilities are underground, aerial, or a combination of underground and aerial construction.

For each campus NOC path and SNOC path, the proposer shall provide sufficient information for SDOC to evaluate the physical characteristics, resiliency, and risk exposure of the proposed route. At a minimum, the proposal shall identify:

- Total route distance;
- Approximate distance and percentage of the route that is underground;
- Approximate distance and percentage of the route that is aerial;
- Whether underground facilities are located in provider-owned, provider-controlled, leased, or third-party conduit;
- Whether aerial facilities are located on provider-owned or third-party utility poles;
- Significant transitions between aerial and underground facilities;
- Known shared conduit, pole lines, handholes, splice points, bridge crossings, railroad crossings, or other common infrastructure between the NOC and SNOC paths;
- Portions of the route requiring new construction, make-ready work, boring, trenching, conduit installation, or new aerial facilities; and
- Any known physical-route conditions or dependencies that could materially affect service reliability, restoration, construction schedule, or long-term maintainability.

The proposed route maps shall identify aerial and underground portions of each path using distinguishable markings or attributes.

SDOC may consider the extent and characteristics of aerial versus underground facilities, route diversity, common points of failure, exposure to environmental or third-party damage, maintainability, and anticipated restoration characteristics when evaluating the technical quality and resiliency of proposed solutions.

SDOC does not require that all fiber facilities be underground. Aerial, underground, and mixed construction may be proposed; however, the proposer shall provide sufficient information for SDOC to evaluate the relative resiliency, risk, maintainability, and long-term suitability of the proposed physical infrastructure.

Provider Demarcation and Installation Requirements

The provider demarcation shall be located in the District-designated MDF/Main Communications Closet and shall be clearly labeled and documented.

Provider equipment shall be compatible with industry-standard racks or appropriate wall mounting. The proposal shall identify all:

- Rack and physical-space requirements;
- Electrical and power requirements;
- UPS recommendations or requirements;
- Environmental requirements;
- Building-entry requirements;
- Grounding requirements;
- Fiber types and connector types;
- Cross-connect requirements; and
- Termination requirements.

The provider shall clearly identify the point at which provider responsibility ends and District responsibility begins.

Addition and Deletion of Sites

The proposed agreement shall permit SDOC, subject to applicable contract and E-Rate requirements, to add or delete sites during the contract term.

The proposer shall describe:

- Procedures for adding sites;
- Procedures for removing sites;
- Lead times;
- Applicable construction charges;
- Recurring pricing methodology; and
- Any minimum commitments or termination charges.

Pricing methodologies for additions and deletions shall be consistent with the pricing principles established in the awarded agreement.

Maintenance Responsibility

The provider shall maintain the applicable lit and dark fiber infrastructure 24 hours per day, seven days per week, 365 days per year for the full contract or IRU maintenance term.

Maintenance pricing shall include only costs properly attributable to SDOC's fiber service. Costs associated with shared infrastructure shall be reasonably allocated where applicable.

Maintenance shall include, as applicable:

- Routine inspection;
- Preventive maintenance;
- 811/call-before-you-dig registration and locate services;
- Route and plant record maintenance;
- Emergency restoration;
- Repair of fiber breaks;
- Repair of excessive-loss events;
- Replacement of damaged fiber;
- Replacement or remediation of fiber that no longer meets applicable specifications;
- Splice repair;
- Termination repair; and
- Other activities necessary to maintain the fiber in operational condition.
- For lit fiber service, maintenance shall include all provider-owned equipment, electronics, fiber facilities, and other network components necessary to provide end-to-end service and meet the applicable SLA.

Planned Maintenance

For planned maintenance that could interrupt, degrade, or otherwise affect SDOC fiber service, the provider shall notify SDOC Technology Services at least seven calendar days in advance.

The provider shall coordinate the maintenance window with SDOC and provide additional advance notice whenever practicable.

The provider shall coordinate with SDOC when a proposed maintenance window would materially interfere with District operations and shall make reasonable efforts to establish an alternate maintenance window.

The preferred planned maintenance period is between 10:00 p.m. and 6:00 a.m. local time unless otherwise approved by SDOC.

The notification shall identify:

- Affected circuits/sites;
- Nature of the work;
- Expected service impact;
- Planned start time;
- Estimated duration;
- Provider contact information; and
- Applicable trouble/escalation procedures.

Emergency maintenance shall be communicated to SDOC as soon as reasonably practicable.

Operations and Maintenance Practices

The proposal shall describe the provider's ongoing fiber operations and maintenance practices, including:

- Call-before-you-dig and locate services;
- 811 registration;
- Routine inspection and preventive maintenance;
- Scheduled maintenance windows;

- Planned-outage scheduling practices;
- Fiber inventory and plant-record systems;
- Fiber management software;
- Fiber monitoring systems, if used;
- Responsibility for monitoring;
- Procedures for detecting and isolating fiber faults;
- Handling of unscheduled outages;
- Customer trouble-reporting procedures;
- Standard Service Level Agreement;
- Optional enhanced SLAs and associated costs;
- Emergency restoration procedures;
- Agreements or arrangements with utilities and utility contractors;
- Availability of emergency fiber, cable, splice equipment, and restoration materials;
- Repair of fiber breaks;
- Replacement of damaged fiber;
- Remediation or replacement of fiber that no longer meets specifications; and
- Customer-notification policies.

If continuous optical monitoring of the leased dark fiber is offered, the proposer shall identify whether such monitoring requires provider-owned active equipment, how monitoring is performed without interfering with SDOC's optical signals, and any associated recurring or non-recurring charges.

Network Operations Center

The provider shall operate or contract for a Network Operations Center and centralized trouble-reporting and maintenance capability available 24 hours per day, seven days per week, 365 days per year.

The provider shall maintain staffing and field-restoration resources sufficient to respond to service-affecting fiber incidents.

SDOC shall be provided with a toll-free telephone number, local telephone number, customer portal, or equivalent continuously available method for reporting trouble.

Trouble Response and Escalation

The provider shall acknowledge and begin response to a service-affecting trouble report within two hours of notification.

The provider shall provide an escalation procedure and current contact information for unresolved incidents, including appropriate operational and management escalation levels.

A major service-affecting incident that remains unresolved four hours after notification shall be classified as a prolonged outage and escalated in accordance with the provider's documented escalation procedures.

The proposal shall state:

- Trouble acknowledgment target;
- Technician dispatch target;
- Mean/target time to repair;
- Emergency restoration target;

- Escalation intervals;
- Customer update frequency during an outage; and
- Applicable SLA remedies or service credits.

For prolonged outages, the provider shall provide SDOC periodic status updates until restoration.

Emergency Restoration

The proposer shall describe its emergency fiber-restoration capabilities, including:

- 24x7 availability of qualified fiber technicians;
- Availability and location of emergency restoration materials;
- Emergency splice capability;
- Relationships with construction and utility contractors;
- Procedures for obtaining emergency access to rights-of-way and facilities;
- Temporary restoration procedures;
- Permanent repair procedures; and
- Procedures for validating fiber performance following restoration.

Following a fiber repair or restoration, affected strands shall be tested to confirm that optical performance remains within specification.

Records and Documentation

The provider shall maintain accurate records for the leased fiber infrastructure throughout the contract term.

SDOC shall receive documentation sufficient to identify and troubleshoot its leased facilities, including:

- Circuit/fiber identifiers;
- Assigned strand numbers;
- Route maps;
- Campus lateral information;
- Fiber type;
- Approximate route distances;
- Splice locations;
- Demarcation and termination locations;
- Initial acceptance-test documentation; and
- Updated test documentation following material repairs or route changes.

Material changes to the physical fiber route or assigned strands shall be documented and communicated to SDOC.

End-of-Term and IRU Requirements

For any IRU proposal, the proposer shall clearly state:

- IRU term;
- Upfront IRU payment;
- Annual maintenance charges;
- Ownership of the underlying fiber and facilities;
- SDOC's rights to the assigned strands;
- Provider rights to relocate the fiber;
- Conditions governing strand substitution;
- Restoration obligations;
- Renewal or extension rights;

- Rights upon sale or transfer of the provider network; and
- Disposition of SDOC's rights at expiration.

Any substituted fiber strands or relocated facilities shall provide performance equal to or better than the originally accepted facilities and shall be tested and documented before transition.

For leased dark fiber proposals, the proposer shall similarly identify renewal provisions, end-of-term pricing, termination obligations, and any costs associated with continued use or removal of service.

Service Support and Escalation

The provider shall provide 24x7x365 network operations and trouble-reporting capability for service-affecting incidents. The proposal shall identify escalation procedures, severity classifications, response targets, restoration targets, and methods available to District staff for opening and tracking service tickets.

The provider shall provide a defined escalation path for critical outages affecting District data centers, Internet connectivity, cloud connectivity, or multiple District sites.

LEASED LIT FIBER TECHNICAL REQUIREMENTS

The proposal shall provide a lit fiber solution that meets the District's near-term and long-term connectivity, cloud, data center, cybersecurity, and AI-related network requirements. The proposed service shall meet the following minimum requirements:

Service Type and Architecture

The proposer shall identify the lit fiber service type and architecture. Acceptable approaches include optical transport/WDM, Layer 2 Ethernet, MPLS-based Layer 2 VPN/Ethernet transport, or another functionally equivalent fiber-based service that meets all requirements of this RFP. The proposer shall identify any oversubscription, aggregation, or shared infrastructure that could affect the contracted bandwidth or performance of the service.

Layer 2 Transparency

IEEE 802.1Q VLAN and 802.1p priority/QoS tags must pass transparently through the provider network without modification unless specifically authorized by the District. The proposer shall identify any limitations on VLAN IDs, VLAN quantities, VLAN stacking/QinQ, Ethernet control protocols, or other Layer 2 functionality.

Ethernet Frame and MTU Support

The service must support transport of Ethernet frames carrying a minimum 1500-byte Layer 3 payload, including applicable Ethernet and IEEE 802.1Q overhead, end-to-end without fragmentation, segmentation, or modification by provider equipment.

The proposer shall also identify the maximum supported Ethernet frame size/MTU. Support for jumbo Ethernet frames of at least 9,000 bytes end-to-end is preferred to accommodate high-performance computing, storage, data-center, backup, virtualization, and AI workloads.

Latency, Jitter, and Frame-Loss Performance

The service must support latency- and jitter-sensitive and high-throughput applications, including video, VoIP, synchronous and asynchronous multi-data-center applications, cloud services, storage replication, high-performance computing, and AI/ML workloads.

The Service Level Agreement (SLA) shall state applicable:

- One-way and/or round-trip latency;
- Jitter;
- Frame/packet loss;
- Service availability; and
- Time-to-repair/restoration metrics.

The SLA shall identify how each metric is measured, the measurement interval, measurement points, calculation methodology, exclusions, and remedies or service credits for failure to meet contracted performance levels.

The proposer shall include a copy of its proposed Service Level Agreement (SLA) with the proposal response. The SLA shall become part of the resulting contract.

10 Gigabit Ethernet Handoff

Each listed campus shall receive two separate dedicated 10 Gb Ethernet customer handoffs: one for the NOC path and one for the SNOC path, using IEEE 802.3-compliant 10GBASE interfaces. The proposer shall identify the interface type required at each site, such as 10GBASE-SR, LR, ER, ZR, or functionally equivalent.

The service and provider equipment shall be capable of continuously sustaining the contracted bandwidth in both directions simultaneously without provider-imposed rate limitations below the contracted capacity.

Performance Monitoring and Reporting

The provider shall maintain performance monitoring sufficient to demonstrate compliance with the SLA. Upon request, performance metrics for contracted circuits shall be provided to authorized District staff within 24 hours. The proposer shall identify any customer portal, API, dashboard, automated reporting, or other real-time or historical monitoring capabilities included with the service such as:

- Availability and outage history;
- Circuit utilization;
- Frame/packet loss;
- Latency;
- Jitter;
- Errors and discards; and
- Relevant service-impacting events.

Each connection must be tested and formally accepted by the District before service is considered complete and billable.

Testing shall validate services specifications. The provider should include the testing methodology that include service level specifications.

ITU-T Y.1564 or RFC 2544 testing is preferred. An equivalent documented industry-standard methodology may be accepted with District approval.

The provider shall furnish electronic copies of test results for each circuit before District acceptance.

Optional District Equipment Configuration and Telemetry Services

The proposal should separately identify optional professional services for configuration of District-owned routers and/or switch equipment associated with the service.

Where supported by the applicable District equipment, optional services may include configuration of:

- NetFlow;
- J-Flow;
- sFlow;
- NetStream;
- IPFIX;
- SNMP;
- Syslog;
- Streaming telemetry; and
- Automated monitoring and alerting.

For provider-managed equipment, the proposer shall identify available SNMP, API, telemetry, logging, alarm, and performance-monitoring capabilities and any mechanisms available to securely integrate those capabilities with District monitoring systems.

Scalability and Future Bandwidth Requirements

The proposed architecture shall support future bandwidth growth without requiring complete replacement of the underlying fiber infrastructure.

The proposer shall identify:

- Maximum bandwidth supported by the proposed architecture;
- Available upgrade paths beyond 10 Gb;
- Availability of 25 Gb, 40 Gb, 100 Gb, 400 Gb, or other higher-speed services;

- Equipment or optics changes required for upgrades;
- Expected implementation time for bandwidth upgrades; and
- Whether upgrades require construction or replacement of the underlying fiber facilities.

Preference may be given to solutions capable of scaling to 100 Gb or greater to support future cloud, data-center, AI/ML, storage, video, cybersecurity, and other high-bandwidth applications.

Burstable and High-Throughput Workloads

The provider network shall accommodate sustained and burst-oriented high-throughput traffic without materially degrading contracted service performance. This requirement is intended to support workloads including AI model access, cloud-based AI services, large dataset transfers, backups, replication, software distribution, video, and other data-intensive applications.

The proposer shall disclose any traffic shaping, policing, rate limiting, burst limitations, oversubscription, congestion-management policies, or acceptable-use restrictions that could prevent the District from continuously utilizing its contracted bandwidth.

Cloud, Data Center, and AI Connectivity

The proposer shall describe available options for high-capacity connectivity to major cloud, data-center, colocation, and AI service environments. Where available, the proposer should identify support for private cloud connectivity or direct-connect services that can reduce dependence on the public Internet for latency-sensitive or high-volume workloads.

The proposer shall identify whether such connectivity can be added or upgraded during the contract term and describe associated technical dependencies.

Quality of Service and Traffic Prioritization

The service shall preserve District-applied IEEE 802.1p markings as required by Section (b). The proposer shall describe any provider QoS capabilities, traffic classes, queueing mechanisms, congestion-management policies, or limitations applicable to the service.

The provider shall not remark, remove, or otherwise modify District QoS markings without prior written authorization from the District.

Network Resiliency and Diversity

The proposer shall describe the physical and logical resiliency of the proposed network, including available options for:

- Diverse fiber paths;
- Diverse building entrances;
- Diverse provider points of presence;
- Automatic failover; and
- Geographic route diversity.

Where route diversity is proposed, the provider shall identify whether the routes are physically diverse and disclose any known common points of failure.

Cybersecurity and Management-Plane Security

Provider-managed equipment connected to District facilities shall be securely managed and maintained. The proposer shall describe controls used to protect management access, monitoring interfaces, APIs, and administrative systems associated with the service.

Remote administrative access shall use secure encrypted protocols. Default credentials and insecure management protocols shall not be used.

The provider shall identify its process for vulnerability remediation, security patching, credential management, logging, and notification of security incidents that affect or reasonably could affect District services.

DDoS Protection and Internet Security Options

Where Internet access or Internet-facing services are included elsewhere in the proposal, the proposer shall identify available Distributed Denial of Service (DDoS) detection and mitigation services, including detection methodology, mitigation capacity, activation method, response time, reporting, and any additional costs.

IPv4, IPv6, and Protocol Compatibility

Where Layer 3 or Internet services are included, the proposed solution shall support both IPv4 and IPv6. The proposer shall identify any limitations affecting IPv6 routing, addressing, security, monitoring, QoS, or performance.

For transparent Layer 2 services, the provider network shall not impose restrictions that prevent the District from transporting IPv4, IPv6, or other Ethernet-encapsulated protocols supported by the District's equipment.

AI and High-Performance Network Readiness

The proposed service shall be suitable for emerging AI, machine learning, high-performance computing, cloud computing, and data-intensive educational and administrative workloads.

The proposer shall describe any architectural characteristics that enhance support for these workloads, including:

- High sustained throughput;
- Low latency and jitter;
- Low frame/packet loss;
- Jumbo-frame support;
- High-speed cloud/data-center connectivity;
- Bandwidth scalability;
- Telemetry and observability;
- Path diversity and resiliency; and
- Support for future 100 Gb and higher-speed connectivity.

The District does not require the WAN provider to support specialized data-center AI fabrics or protocols unless expressly identified elsewhere in this RFP. Specialized technologies used within AI/HPC clusters, such as RDMA, RoCE, InfiniBand, or lossless Ethernet fabrics, shall not be presumed to be requirements of the District-wide lit fiber WAN service.

Documentation

Upon installation and whenever material service changes occur, the provider shall furnish current documentation sufficient for District staff to operate and troubleshoot the service. Documentation shall include, as applicable:

- Circuit IDs;
- Site and demarcation information;
- Interface types;
- Provider support and escalation contacts;

- Logical service configuration;
- Bandwidth;
- MTU;
- Monitoring information;
- Test and acceptance results; and
- Relevant network or service diagrams.

Documentation shall be provided electronically in a format reasonably usable by District technical staff.

Technology Evolution

During the contract term, the provider shall make commercially available bandwidth and technology upgrades available to the District where technically feasible. The proposer shall describe its process for upgrading existing circuits as District bandwidth requirements increase and shall identify any limitations that could prevent the proposed infrastructure from supporting future higher-capacity services.

LEASED DARK FIBER AND IRU TECHNICAL REQUIREMENTS

General Requirements

Each campus shall receive one dedicated single-mode fiber pair (two strands) to the NOC and one dedicated single-mode fiber pair (two strands) to the SNOC. Each pair shall be independently usable and capable of supporting a minimum 10 Gb Ethernet service when lit using SDOC-provided electronics.

The proposed fiber infrastructure should be capable of supporting future bandwidth requirements beyond 10 Gb, including 25 Gb, 40 Gb, 100 Gb, 400 Gb, or higher-speed optical technologies where technically feasible without replacement of the underlying fiber.

An additional dedicated fiber pair should be available for lease or use on a per-site, per-path basis during the contract term to accommodate future District requirements.

Proposals may be submitted as:

- Leased dark fiber;
- An Indefeasible Right of Use (IRU) for allocated fiber strands and associated facilities; or

The proposer shall clearly identify the ownership, use rights, maintenance responsibilities, renewal provisions, end-of-term rights, and other material terms associated with the proposed arrangement.

Passive Fiber Infrastructure

The proposer shall furnish, install, test, document, and maintain all passive fiber infrastructure required to provide a complete dark fiber service.

This may include, as applicable:

- Outside-plant single-mode fiber optic cable;
- Conduit and innerduct;
- Splice cases and splice trays;
- Pigtailed;
- Handholes and vaults;
- Pull boxes;
- Locate/tracer wire;
- Pole attachments and aerial support hardware;
- Building entrances;
- Fiber distribution panels;
- Termination hardware;
- Fusion splicing;
- Fiber labeling;
- Fiber testing; and
- Test documentation.

Where required, the proposer shall provide a complete fiber pathway from the provider network or public right-of-way to the district-designated MDF/Main Communications Closet.

Fiber Type and Site Laterals

Fiber shall be industry-standard outside-plant single-mode optical fiber suitable for the proposed route and expected service life.

The proposer shall identify the applicable fiber standard(s), manufacturer where known, fiber type, approximate installation date or age, and relevant optical specifications.

On District property, the lateral from the provider network splice point to the designated site MDF/Main Communications Closet shall use the provider's standard OSP single-mode cable or a cable containing a minimum of twelve strands.

SDOC's leased fiber pair shall terminate on a new provider-furnished rack-mounted fiber distribution panel in the designated MDF/Main Communications Closet.

LC connectors are preferred.

The proposal shall identify:

- Fiber and connector type;
- Fiber distribution panel requirements;
- Rack units required;
- Physical dimensions;
- Grounding requirements;
- Environmental requirements; and
- Any other installation requirements.

Passive dark fiber termination equipment shall not require electrical power unless active monitoring equipment is separately proposed.

Collapsed Lateral Segment Disclosure

The proposer shall identify each campus lateral or collapsed lateral segment(s) on the overall fiber route map.

For each collapsed lateral, the proposer shall provide:

- Route footage of collapsed lateral segments;
- Collapsed lateral segments identified on a kmz fiber route map.
- Exposed locations to the single points of failure.

Additional Fiber Pairs

The proposed solution should permit SDOC to obtain additional fiber pairs on a per-campus basis during the contract term.

The proposer shall identify:

- Availability of additional strands;
- Price per additional fiber pair;
- Activation/provisioning charges; and
- Any limitations on future availability.

Unless otherwise approved by SDOC, an additional fiber pair shall follow the same physical route as the initially leased pair.

Scalability and AI/High-Performance Network Readiness

Although SDOC will evaluate the initial dark fiber solution based on 10 Gb operation, the underlying passive fiber infrastructure should support substantially higher transmission rates using future District-provided electronics and optics.

The proposer shall identify any known physical-layer limitation that could prevent a fiber segment from supporting 25 Gb, 40 Gb, 100 Gb, 400 Gb, DWDM, coherent optics, or other future optical transmission technologies.

The proposed fiber should be suitable for high-bandwidth applications including:

- Cloud computing;
- Artificial intelligence and machine learning;
- Large dataset transfers;
- Data-center interconnection;
- Storage and backup;
- Disaster recovery and replication;
- High-performance computing;
- Video and media applications; and
- Future bandwidth-intensive instructional and administrative applications.

SDOC is not requiring the dark fiber provider to furnish specialized AI/HPC data-center fabrics such as InfiniBand, RoCE, or other lossless Ethernet technologies. The dark fiber infrastructure should, however, avoid unnecessary physical-layer limitations on future District deployment of higher-speed optical technologies.

Link Performance and Optical Loss Budget

SDOC will evaluate proposed fiber based in part on the estimated optical performance and link-loss budget of each fiber segment.

For each link, the proposer shall provide an estimated link-loss budget at both 1310 nm and 1550 nm.

At a minimum, the analysis shall identify:

- Originating campus;
- Destination;
- Fiber/strand identification;
- Route length;
- Estimated total link loss at 1310 nm;
- Estimated total link loss at 1550 nm; and

The proposer shall state the assumptions and attenuation values used to calculate the estimated loss budget.

Dark Fiber Testing and Acceptance

Fiber Testing

The proposal response should include the information for each total fiber segment – campus to service point – with the estimated and planned fiber characteristics and specifications as listed below. Upon installation, the provider will provide actual testing and acceptance documentation on the installed fiber characteristics and specifications.

- Fiber manufacturer and type, where available;
- Approximate fiber age or installation date;
- Route distance;
- Strand identification;
- Actual optical loss budget at 1310 nm;
- Actual optical loss budget at 1550 nm;
- Measured end-to-end insertion loss; and
- Bidirectional OTDR test results for every leased strand

OTDR testing shall be performed at both 1310 nm and 1550 nm unless the proposer documents a technically justified alternative accepted by SDOC.

Acceptance Criteria

Fiber shall not be accepted solely because optical continuity or network connectivity exists.

Acceptance shall be based on compliance with the proposed and accepted optical specifications, including measured insertion loss, OTDR results, route documentation, strand identification, termination quality, and the approved link-loss budget

Any unexplained excessive-loss event, macro-bend, defective splice, damaged connector, or other condition that could materially impair current or future operation shall be corrected before acceptance.

SDOC reserves the right to independently test the fiber before final acceptance.

SPECIAL CONSTRUCTION AND ROUTE DOCUMENTATION

Route Assessment

The proposal shall provide comprehensive specifications and documentation for the proposed route with the RFP response, including:

- Route assessment and proposed fiber paths;
- Route mileage and footage of aerial and underground paths,
- Route mileage and footage;
- A geographically accurate electronic map of the proposed fiber route in KMZ;
- Existing versus newly constructed infrastructure;
- Any third-party infrastructure upon which the proposed service depends.

Associated costs and dependencies, including pole attachment agreements, make-ready construction, trenching, directional boring, conduit installation, permitting, and easements, will be included in the special construction pricing.

Special Construction Documentation

Because E-Rate applications involving fiber special construction may be subject to detailed review, proposers shall provide, or be prepared to promptly provide upon request:

1. A geographically accurate electronic map of the proposed fiber route in KMZ, GeoJSON/JSON, or another District-approved GIS-compatible format;
2. Route mileage and footage;
3. Cost per foot of fiber cable;
4. Cost per foot for fiber installation, including pulling, placing, splicing, and aerial installation as applicable;
5. Cost per foot of outside-plant materials, including conduit, handholes, vaults, and aerial make-ready materials;
6. Cost per foot of outside-plant installation, including trenching, boring, handhole installation, marker installation, and aerial make-ready work;
7. Identification of existing versus newly constructed facilities; and
8. Other supporting cost information reasonably required for E-Rate review.

PRICING AND TOTAL COST OF OWNERSHIP EVALUATION

Common Pricing Requirements

The following pricing requirements apply to all **Lit Fiber, Leased Dark Fiber, and Indefeasible Right of Use (IRU)** proposals unless expressly stated otherwise.

The proposer shall provide complete and all-inclusive pricing for the proposed solution. All costs necessary to furnish, construct, provision, activate, test, maintain, and provide the proposed service or fiber facilities in accordance with this RFP shall be identified in the proposal.

SDOC shall not be responsible for any cost, charge, fee, or expense required to provide the proposed solution that is not identified in the proposer's cost proposal.

Pricing shall be provided at the individual campus and required path level, including the **NOC path and SNOC path**, as applicable.

The quantities contained in this RFP are provided to assist proposers in preparing their proposals and to allow SDOC to evaluate the feasibility and cost of the proposed network solutions.

Recurring and Non-Recurring Charges

The proposer shall separately identify all recurring and non-recurring charges applicable to the proposed solution.

As applicable, pricing shall separately identify:

- Monthly or annual recurring service charges;
- Fiber lease charges;
- Maintenance and operations charges;
- IRU charges;
- Installation and provisioning charges;
- Other non-recurring charges (NRC);
- Special construction charges;
- Testing and acceptance charges;
- Optional service charges; and
- Any other one-time or recurring charges.

Each cost shall be assigned to the applicable pricing category and shall not be duplicated among recurring charges, NRCs, special construction charges, IRU charges, maintenance and operations charges, or other cost categories.

Complete End-to-End Pricing

All charges necessary to provide a complete and functioning end-to-end connection shall be included in the proposal.

Pricing shall be provided for each applicable campus and shall separately identify the required:

- Campus-to-NOC path; and
- Campus-to-SNOC path.

Where SDOC identifies a separate NOC-to-SNOC interconnect or other network facility in the pricing schedules, the proposer shall price that facility separately.

Pricing shall correspond to the service, bandwidth, fiber quantity, and other requirements identified in the applicable pricing schedule.

SDOC will not consider discounts that are conditioned upon a minimum number of District locations participating in the proposed network unless expressly permitted elsewhere in this RFP.

Contract Term and Optional Extension Pricing

The proposer shall provide pricing for the initial contract term and each proposed or requested optional extension period.

Recurring service, fiber lease, maintenance and operations, and other applicable charges shall be identified by year or applicable billing period.

Any scheduled price increases, escalation factors, renewal rates, or other pricing adjustments applicable to an optional contract period shall be clearly identified in the original proposal.

No pricing adjustment that is not identified in the proposal and resulting agreement shall be permitted during the applicable contract period.

E-Rate Cost Identification and Cost Allocation

The proposer shall comply with applicable FCC and USAC E-Rate pricing, cost-allocation, invoicing, and billing requirements.

Any cost or portion of a cost that the proposer believes is not eligible for E-Rate support shall be separately identified. Labor, materials and services that are not required to deliver the SDOC service should not be included in the cost to SDOC such as splicing of non-SDOC fiber, additional fiber capacity above the requirements of SDOC, and should be cost allocated by the provider.

Where proposed construction, facilities, or infrastructure will benefit customers or facilities in addition to SDOC, the proposer shall clearly identify the portion of the cost allocated to SDOC and describe the methodology used to determine that allocation.

The proposal shall provide sufficient information for SDOC and its E-Rate consultants to evaluate the reasonableness of the proposed allocation.

Nothing in this RFP shall be interpreted as requiring E-Rate reimbursement of any product or service determined to be ineligible under applicable FCC or USAC requirements.

Final determination of E-Rate eligibility and cost allocation remains subject to applicable FCC and USAC rules and review.

Special Construction Pricing Requirements

Special construction costs shall be separately identified from recurring service charges, fiber lease charges, IRU charges, maintenance and operations charges, and other NRCs.

For purposes of proposal pricing, the proposer shall separately identify special construction associated with new or upgraded facilities required to provide the proposed solution.

Special Construction Payment Options

For eligible special construction, each bidder shall indicate whether it will permit SDOC to pay its non-discount share in installments over up to four years. The bidder shall disclose the interest rate, payment schedule, financing charges and all material terms. An installment option is requested but is not a condition of bid responsiveness unless expressly identified as such.

Lit Fiber-Specific Pricing Requirements

In addition to the Common Pricing Requirements, proposers offering Lit Fiber shall provide the following service-specific pricing.

Monthly Recurring Service Charges

The proposer shall separately identify the monthly recurring charge (MRC) for each required Lit Fiber service.

Pricing shall be provided for each applicable:

- Campus-to-NOC connection;
- Campus-to-SNOC connection; and
- NOC-to-SNOC interconnect, if separately required by the pricing schedule.

The MRC shall include all provider facilities, electronics, maintenance, monitoring, support, and other components required to continuously provide the contracted service and meet the applicable SLA unless a charge is expressly identified separately in the proposal.

Lit Fiber Non-Recurring Charges

The proposer shall separately identify any NRC required to establish Lit Fiber service, including, as applicable:

- Installation and Provisioning;
- Network configuration;
- Provider equipment and Optics;
- Cross-connects;
- Building entrance work;
- Testing and acceptance; and
- Other service-activation charges.

Special construction shall not be included within general installation or other NRC categories and shall instead be separately identified under the Special Construction Pricing Requirements.

Bandwidth and Service-Level Pricing

Each Lit Fiber price shall identify the bandwidth and applicable committed service capacity associated with that price.

The base proposal shall provide the bandwidth required by the applicable technical specifications and pricing schedule.

The proposer shall identify whether the applicable SLA is included in the base recurring service charge or subject to a separate charge.

Optional Lit Fiber Services and Upgrades

Where available, the proposer should separately identify pricing for optional:

- Higher bandwidth services;
- Bandwidth upgrades;
- Enhanced SLA options;
- Additional monitoring or reporting;
- Additional or enhanced route diversity;
- Diverse building entrances;
- DDoS mitigation, where applicable;
- Cloud or data-center connectivity; and
- Other optional services requested elsewhere in this RFP.

Optional pricing shall be clearly distinguished from the base service required for evaluation.

Leased Dark Fiber / IRU-Specific Pricing Requirements

In addition to the Common Pricing Requirements, proposers offering Leased Dark Fiber or an IRU shall provide the following service-specific pricing.

Leased Dark Fiber Pricing

For a leased dark fiber solution, the proposer shall separately identify the recurring lease charge for each dedicated fiber pair.

Pricing shall be provided for each applicable:

- Campus-to-NOC fiber pair;
- Campus-to-SNOC fiber pair; and
- NOC-to-SNOC fiber pair or interconnect, if separately required by the pricing schedule.

The proposer shall identify any NRC associated with strand allocation, provisioning, splicing, termination, testing, or activation.

IRU Pricing

For an IRU proposal, the proposer shall separately identify:

- IRU acquisition price;
- Assigned fiber quantity;
- IRU term;
- NRCs;
- Special construction;
- Maintenance and operations charges;
- Annual or periodic recurring charges;
- Renewal or extension charges, if applicable; and
- Any other cost associated with SDOC's use of the fiber during the IRU term.

Costs included in the IRU acquisition price shall be identified sufficiently to prevent duplication with separately stated NRC or special construction charges.

Maintenance and Operations Pricing

Maintenance and operations (M&O) pricing for leased dark fiber or an IRU shall be separately identified.

The proposed M&O charge shall include the provider's responsibility for maintaining SDOC's allocated fiber and associated provider infrastructure as required by the Maintenance and Operations provisions of this RFP.

Where the applicable fiber facilities serve multiple customers, the proposer shall allocate shared maintenance costs reasonably and shall include only the portion attributable to SDOC's fiber service.

Additional Fiber Pair Pricing

The proposer shall provide optional pricing for additional fiber capacity on a per-campus and per-path basis where available.

The proposer shall identify any associated provisioning, splicing, termination, testing, construction, recurring lease, IRU, or M&O charges.

Total Cost of Ownership Evaluation

Common Evaluation Methodology

SDOC intends to compare responsive Lit Fiber and Leased Dark Fiber/IRU alternatives using a common **20-year Total Cost of Ownership (TCO) evaluation horizon**, subject to applicable procurement and E-Rate requirements.

The 20-year TCO evaluation period is an evaluation methodology and shall not, by itself, create a 20-year contractual commitment by SDOC.

The initial contract term and each optional extension period shall remain separately identifiable. Any pricing assumptions used for years beyond a firm contractual pricing period shall be clearly identified.

District-Furnished Electronics Evaluation Assumption

For purposes of comparing Lit Fiber with Leased Dark Fiber/IRU alternatives, SDOC will apply a consistent District-established cost assumption for the network electronics, optical transceivers, and other District-provided equipment necessary to light the dark fiber at the bandwidth identified in this RFP.

The same evaluation assumptions will be applied consistently to responsive dark fiber/IRU proposals so that proposer-specific assumptions regarding District electronics do not distort the cost comparison.

E-Rate and Other Funding

SDOC may separately evaluate:

- Total proposed cost before E-Rate or other funding;
- E-Rate eligible and ineligible costs;
- Anticipated E-Rate and other applicable funding; and
- Estimated net cost to SDOC.

The evaluation of anticipated funding shall not alter the proposer's obligation to provide complete pricing for all components required by the proposed solution.

The proposer shall comply with all applicable E-Rate requirements associated with pricing, cost allocation, invoicing, and billing.

PROPOSER QUALIFICATIONS

If any information is contained in the RFP, reference page number of information on this Proposal Form.

SPIN NUMBER: _____ FCC Telecommunication Carrier YES NO

Three References of Comparable Customers with contact information:

Previous Contracts with SDOC with description:

Project Team Qualifications

Number of Years in Business Providing Comparable Service: _____

Technical description of proposed telecommunications solution (including architecture, total capacity, performance indicators and service levels)

Technical description of the provider's proposed WAN/fiber network design and architecture.

PROPOSAL SUBMITTAL FORMAT

In order to ensure a uniform review and evaluation process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below.

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 such proposal being deemed non-responsive. Respond in the sequence below.

1. Bidder's main business activities.
2. Description and capabilities of materials 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; in a public-school education environment of similar size.
8. List the person who will be 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. Please provide the cost proposal in a SEALED envelope. Your price should be by line item as the equipment was requested in this solicitation. Lump sum costs will not be accepted. Please include only the technical specifications in your technical response.
11. Overall Design.

Each section should be tabbed and begin on a separate sheet. Document pages shall be 8-1/2 inches by 11 inches in size.

SECTION 1: Signatory / Information Sheets -

The Proposal Certification and the Lowest Corresponding Price Certification

SECTION 2: Cover Letter

SECTION 3: Offeror's Official Proposal Response as required by the Scope of Services, Common Fiber Service Requirements, applicable Lit or Dark Fiber Technical Requirements, and Pricing sections of this RFP

PROPOSAL EVALUATION CRITERIA

Upon receipt of all proposals, by the date and time specified in the RFP, the District's Chief Procurement Officer shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code.

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) are determined to be most cost effective to the District. All bids will be reviewed for purposes of determining responsiveness and responsibility. 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 offeror(s) may be asked to give presentations to the evaluation team. Upon completion of the demonstrations, Offeror responses may be re-evaluated based on any clarifications of the solution being offered to the District for a final evaluation.

Those proposals found to be responsive shall be further evaluated by an evaluation committee and formally scored and ranked prior to the District making a selection.

Selection will be based upon the following criteria in order of importance. The proposer must respond to each.

Evaluation Criteria	Points
Pre-Discounted Purchase price Offer a fair, reasonable price for items or services to be procured by SDOC. • E-Rate Eligible Cost • Eligible for reimbursement by the Schools and Libraries Program • Nonrecurring cost to SDOC • Recurring cost to SDOC	30
Reputation of the Vendor and of the Vendor's goods or services • Vendor should be reputable with other School Districts, Government, or Collegiate entities that demonstrate high levels of customer service and high quality of goods or services.	10
Quality of the vendor's goods or services • Quality of proposer's products/services – 10 points • The soundness of the proposer's approach – 5 points	15
Extent to which the goods or services meet SDOC's needs • Whether the goods and services meet SDOC's needs – 5 points • The proposer's demonstrated ability to minimize district's costs – 5 points	10
Vendor's past relationship with SDOC or similar size district. If no experience with SDOC, then with an entity of similar size and scope • Vendor's knowledge and experience with the solution; probability of continuous availability	10
Long-term cost to SDOC to acquire the Vendor's goods or services	10
Extent to which the vendor agrees to and/or deviates from SDOC's Solicitation Information and Instructions, Standard Terms and Conditions, and Special Terms and Conditions	10

Evaluation Criteria	Points
Any other relevant factor specifically listed in the solicitation • Value-Add products/services (other products and services that will enhance and add value to the contract for SDOC. SDOC reserves the right to accept or reject additional proposed services or products in the best interest of SDOC) • The proposer completed and submitted all required documents	5
TOTAL	100 points

CAMPUS/SITE SCHEDULE

Entity Name	Entity #	Entity Type	Address	City	County	State	Zip
Keowee Elementary School	31644	School	7051 Keowee School Rd	Seneca	Oconee	SC	29672
Bountyland Education Center	31645	NIF	100 Vocational Dr	Seneca	Oconee	SC	29672
Seneca Senior High School	31658	School	100 Bobcat Rdg	Seneca	Oconee	SC	29678
Ravenel Elementary School	31659	School	150 Ravenel School Rd	Seneca	Oconee	SC	29678
Northside Elementary School	31660	School	710 N Townville St	Seneca	Oconee	SC	29678
Seneca Middle School	31661	School	15440 Wells Hwy	Seneca	Oconee	SC	29678
Tamassee-Salem Elementary	31684	School	9950 N. Hwy. 11	Tamassee	Oconee	SC	29686
James M. Brown Elementary	31705	School	225 Coffee Rd	Walhalla	Oconee	SC	29691
Walhalla Elementary School	31706	School	508 Fowler Rd	West Union	Oconee	SC	29696
Walhalla Middle School	31707	School	151 Razorback Ln	Walhalla	Oconee	SC	29691
Walhalla Senior High School	31708	School	4701 N Hwy 11	Walhalla	Oconee	SC	29691
Orchard Park Elementary	31714	School	600 Toccoa Hwy	Westminster	Oconee	SC	29693
Westminster Elementary	31717	School	206 Hamilton Dr	Westminster	Oconee	SC	29693
West Oak High School	31719	School	130 Warrior Ln	Westminster	Oconee	SC	29693
Fair Oak Elementary School	31720	School	1964 Oakway Rd	Westminster	Oconee	SC	29693
West Oak Middle School	16035091	School	501 Westminster Hwy	Westminster	Oconee	SC	29693
Blue Ridge Elementary	16048691	School	995 South Oak Street	Seneca	Oconee	SC	29678
District Office	17010484	NIF	414 South Pine Street	Walhalla	Oconee	SC	29691
Facilities Services	17021584	NIF	127 South Cove Road	Seneca	Oconee	SC	29672
Hamilton Career & Technology Center	17025488	School	445 Oconee Business Pkwy.	Westminster	Oconee	SC	29693

Maps:
<https://www.oconeeschools.org/district-services/transportation/bus-stops-routes-and-school-zones>

SERVICE PRICING SHEETS

Vendors shall propose fully managed leased lit and/or dark fiber services. Each location shall be priced separately. In Table 1 provide the Service Provider Information.

Price sheets provide the following:

- Non-Recurring Charge (NRC) if any for each Service Location and Term identified.
- Special Construction Charge (SCC) if any for each Service Location and Term identified.¹
- Monthly Recurring Charge (MRC) for each Service Location and Term identified.
- Total NRC, SCC and MRC for each Term.
- Total Contract Price for each Term.²
- Optional 5 Year Extension Price for each Term.³
- Any Incremental Price requested.

TABLE 1 SERVICE PROVIDER INFORMATION

Service Provider Name	
Main Address	
Remittance Address	
Contact Name for Proposal	
Telephone Number	
Fax Number	
USAC SPIN NO./FCC 498ID	
Primary Scope of Business	

COST SUMMARY

The proposal will provide a solution from each campus listed for connectivity to the associated Connection Site. This proposal is comprehensive. Supporting line item **PRE-DISCOUNT** cost details must accompany summary cost proposals. See the Respondent's Proposal section of this RFP for details.

¹ Service Providers who are charging a "Special Construction Charge" will be required to provide additional information referenced in the Special Construction of New Fiber section and the SCC Cost per Foot spreadsheet.

² The total cost of the entire contract over the term of the agreement including any Non-Recurring Charges and/or Special Construction Charges.

³ Extension Price is Optional as selected by SDOC.

LIT FIBER PRICE SHEET

LIT FIBER CAMPUSES COST SUMMARY

NON-RECURRING CHARGES	COST - NRC	DESCRIPTION OF COST
E-rate Eligible Non-Recurring Charges:		
E-rate Ineligible Non-Recurring Charges:		
Total Non-Recurring Charges:		

SPECIAL CONSTRUCTION (SC) CHARGES	SP COST – One Time	DESCRIPTION OF COST
Total Special Construction Charges:		

MONTHLY RECURRING CHARGES	MRC COST-Monthly	DESCRIPTION OF COST
E-Rate Eligible Recurring Charges:		
E-Rate Ineligible Recurring Charges:		
Total Monthly Recurring Charges:		

OTHER CHARGES	COST	DESCRIPTION OF COST
Other Charges: (Bond, etc.)		
Per Site Charge to add additional 10 Gb Connection.		
Per Site Charge to upgrade from 10 to 40 Gb Connection.		

Total Charges Year 1:		
Annual Charges Years 2-5:		
Annual Charges Years 6-10:		
Annual Charges Years 11-15:		
Annual Charges Years 16-20:		

TOTAL	COST	DESCRIPTION OF COST
Total Non-Recurring Charges:		
Total Special Construction Charges:		
Total Monthly Recurring Charges:		
Total Charges Year 1:		
Total Charges Cost (2-20):		
Optional District Equipment Configuration		

Lit Fiber Line Item Price Sheet

Entity Name	Entity #	Type	Bandwidth	NRC	Special Construction	MRC	Total	LocZ
Keowee Elementary School	31644	EL	10 Gb	\$	\$	\$	\$	NOC
Keowee Elementary School	31644	EL	10 Gb	\$	\$	\$	\$	SNOC
Bountyland Education Center	31645	NIF	10 Gb	\$	\$	\$	\$	NOC
Bountyland Education Center	31645	NIF	10 Gb	\$	\$	\$	\$	SNOC
Seneca Senior High School	31658	HS	10 Gb	\$	\$	\$	\$	NOC
Seneca Senior High School	31658	HS	10 Gb	\$	\$	\$	\$	SNOC
Ravenel Elementary School	31659	EL	10 Gb	\$	\$	\$	\$	NOC
Ravenel Elementary School	31659	EL	10 Gb	\$	\$	\$	\$	SNOC
Northside Elementary School	31660	EL	10 Gb	\$	\$	\$	\$	NOC
Northside Elementary School	31660	EL	10 Gb	\$	\$	\$	\$	SNOC
Seneca Middle School	31661	MS	10 Gb	\$	\$	\$	\$	NOC
Seneca Middle School	31661	MS		\$	\$	\$	\$	SNOC
Tamassee-Salem Elementary	31684	EL	10 Gb	\$	\$	\$	\$	NOC
Tamassee-Salem Elementary	31684	EL	10 Gb	\$	\$	\$	\$	SNOC
James M Brown Elementary	31705	EL	10 Gb	\$	\$	\$	\$	NOC
James M Brown Elementary	31705	EL	10 Gb	\$	\$	\$	\$	SNOC
Walhalla Elementary School	31706	EL	10 Gb	\$	\$	\$	\$	NOC
Walhalla Elementary School	31706	EL	10 Gb	\$	\$	\$	\$	SNOC
Walhalla Middle School	31707	MS	10 Gb	\$	\$	\$	\$	NOC
Walhalla Middle School	31707	MS	10 Gb	\$	\$	\$	\$	SNOC
Walhalla Senior High School	31708	HS	10 Gb	\$	\$	\$	\$	NOC
Walhalla Senior High School	31708	HS	10 Gb	\$	\$	\$	\$	SNOC
Orchard Park Elementary	31714	EL	10 Gb	\$	\$	\$	\$	NOC
Orchard Park Elementary	31714	EL	10 Gb	\$	\$	\$	\$	SNOC
Westminster Elementary School	31717	EL	10 Gb	\$	\$	\$	\$	NOC
Westminster Elementary School	31717	EL	10 Gb	\$	\$	\$	\$	SNOC
West Oak High School	31719	HS	10 Gb	\$	\$	\$	\$	NOC
West Oak High School	31719	HS	10 Gb	\$	\$	\$	\$	SNOC
Fair Oak Elementary School	31720	EL	10 Gb	\$	\$	\$	\$	NOC
Fair Oak Elementary School	31720	EL	10 Gb	\$	\$	\$	\$	SNOC
West Oak Middle School	16035091	MS	10 Gb	\$	\$	\$	\$	NOC
West Oak Middle School	16035091	MS	10 Gb	\$	\$	\$	\$	SNOC
Blue Ridge Elementary	16048691	EL	10 Gb	\$	\$	\$	\$	NOC

Entity Name	Entity #	Type	Bandwidth	NRC	Special Construction	MRC	Total	LocZ
Blue Ridge Elementary	16048691	EL	10 Gb	\$	\$	\$	\$	SNOC
SNOC (at Seneca Middle)	31661	MS	10 Gb	\$	\$	\$	\$	NOC
District Office (NOC)	17010484	NIF	10 Gb	\$	\$	\$	\$	SNOC
Facilities Services	17021584	NIF	10 Gb	\$	\$	\$	\$	NOC
Facilities Services	17021584	NIF	10 Gb	\$	\$	\$	\$	SNOC
Hamilton Career & Technology Center	17025488	HS	10 Gb	\$	\$	\$	\$	NOC
Hamilton Career And Technology Center	17025488	HS	10 Gb	\$	\$	\$	\$	SNOC

Dark Fiber Price Sheet

DARK FIBER CAMPUSES COST SUMMARY

NON-RECURRING CHARGES	COST - NRC	DESCRIPTION OF COST
E-rate Eligible Non-Recurring Charges:		
E-rate Ineligible Non-Recurring Charges:		
Total Non-Recurring Charges:		

SPECIAL CONSTRUCTION (SC) CHARGES	SP COST – One Time	DESCRIPTION OF COST
Total Special Construction Charges:		

MONTHLY RECURRING CHARGES	MRC COST- Monthly	DESCRIPTION OF COST
E-Rate Eligible Recurring Charges:		
E-Rate Ineligible Recurring Charges:		
Total Monthly Recurring Charges:		

OTHER CHARGES	COST	DESCRIPTION OF COST
Other Charges: (Bond, etc.)		
Per Site Charge to add an additional fiber pair, additional lateral, termination/splicing, and M&O for additional strands		

Total Charges Year 1:		
Annual Charges Years 2-5:		
Annual Charges Years 6-10:		
Annual Charges Years 11-15:		
Annual Charges Years 16-20:		

TOTAL	COST	DESCRIPTION OF COST
Total Non-Recurring Charges:		
Total Special Construction Charges:		
Total Monthly Recurring Charges:		
Total Charges Year 1:		
Total Charges Yearly Cost (2-20):		
Optional District Equipment Configuration		

Dark Fiber Line Item Price Sheet

Entity Name	Entity #	Type	Fiber Pair / Strands	NRC	Special Construction	MRC	Total	LocZ
Keowee Elementary School	31644	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Keowee Elementary School	31644	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Bountyland Education Center	31645	NIF	1 pair (2 strands)	\$	\$	\$	\$	NOC
Bountyland Education Center	31645	NIF	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Seneca Senior High School	31658	HS	1 pair (2 strands)	\$	\$	\$	\$	NOC
Seneca Senior High School	31658	HS	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Ravenel Elementary School	31659	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Ravenel Elementary School	31659	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Northside Elementary School	31660	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Northside Elementary School	31660	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Seneca Middle School	31661	MS	1 pair (2 strands)	\$	\$	\$	\$	NOC
Seneca Middle School	31661	MS	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Tamassee-Salem Elementary	31684	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Tamassee-Salem Elementary	31684	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
James M Brown Elementary Sch	31705	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
James M Brown Elementary Sch	31705	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Walhalla Elementary School	31706	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Walhalla Elementary School	31706	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Walhalla Middle School	31707	MS	1 pair (2 strands)	\$	\$	\$	\$	NOC
Walhalla Middle School	31707	MS	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Walhalla Senior High School	31708	HS	1 pair (2 strands)	\$	\$	\$	\$	NOC
Walhalla Senior High School	31708	HS	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Orchard Park Elementary	31714	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Orchard Park Elementary	31714	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Westminster Elementary School	31717	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Westminster Elementary School	31717	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
West Oak High School	31719	HS	1 pair (2 strands)	\$	\$	\$	\$	NOC
West Oak High School	31719	HS	1 pair (2 strands)	\$	\$	\$	\$	SNOC

Entity Name	Entity #	Type	Fiber Pair / Strands	NRC	Special Construction	MRC	Total	LocZ
Fair Oak Elementary School	31720	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Fair Oak Elementary School	31720	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
West Oak Middle School	16035091	MS	1 pair (2 strands)	\$	\$	\$	\$	NOC
West Oak Middle School	16035091	MS	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Blue Ridge Elementary	16048691	EL	1 pair (2 strands)	\$	\$	\$	\$	NOC
Blue Ridge Elementary	16048691	EL	1 pair (2 strands)	\$	\$	\$	\$	SNOC
District Office (NOC)	17010484	NIF	1 pair (2 strands)	\$	\$	\$	\$	NOC
District Office (NOC)	17010484	NIF	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Facilities Services	17021584	NIF	1 pair (2 strands)	\$	\$	\$	\$	NOC
Facilities Services	17021584	NIF	1 pair (2 strands)	\$	\$	\$	\$	SNOC
Hamilton Career & Technology Center	17025488	HS	1 pair (2 strands)	\$	\$	\$	\$	NOC
Hamilton Career & Technology Center	17025488	HS	1 pair (2 strands)	\$	\$	\$	\$	SNOC

REQUIRED CERTIFICATIONS AND FORMS

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: _____

BUSINESS PROFILE
School District of Oconee County

Business Name_____

Address_____

Contact Person_____

Phone Number_____ Fax Number_____

E-Mail Address_____

Workers' Compensation on all employees? Yes () No () Check one

Year Business established_____ Annual Sales (optional)_____

Number of employees_____ Minority Owned Business? Yes () No () Check one

Insurance Company Name/Address_____

Bank References_____

List four businesses and/or schools your firm has performed work for during the past five years.

Name of Firm_____ Contact Person_____

Telephone Number and Address_____

Name of Firm_____ Contact Person_____

Telephone Number and Address_____

Name of Firm_____ Contact Person_____

Telephone Number and Address_____

Name of Firm_____ Contact Person_____

Telephone Number and Address_____

School District of Oconee County

South Carolina 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 this Agreement with the School District of Oconee County, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). 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.

I hereby agree to 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).

COMPANY NAME_____

ADDRESS_____

BY (PRINT NAME/TITLE)_____

SIGNATURE_____

DATE_____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
