Spartanburg County School District 6	Solicitation Number:	SPA6-2027-001
REQUEST FOR PROPOSALS **DHS SWITCH UPGRADES**	E-Mail Address:	2027SPA6@district.us.com

DATE ISSUED: *November 20th, 2026*

QUESTIONS MUST BE RECEIVED BY: *Wednesday, December 16th, 2026 11:00 AM* (all questions must be directed to: 2027SPA6@district.us.com)

MANDATORY PRE-BID WALK THROUGH: Not applicable.

PROPOSAL MUST BE SUBMITTED BY:

CLOSING DATE: *Tuesday, January 5th, 2027*
CLOSING TIME: *11:00 a.m.*

MAIL OR HAND DELIVER PROPOSAL TO:

SPARTANBURG COUNTY SCHOOL DISTRICT 6
ATTN: Director of Technology
1390 Cavalier Way
Roebuck, SC 29376

FAXED and EMAILED RESPONSES TO THIS REQUEST FOR PROPOSALS ARE NOT ACCEPTABLE

NUMBER OF COPIES TO BE SUBMITTED: ONE (1) original, FOUR (4) additional hardcopies, and ONE (1) electronic copy on a USB drive must be submitted in a sealed envelope containing the Solicitation Number, Proposer's Name, and Opening Date on the exterior of the package to the District. ONE (1) additional UNBOUND copy and ONE (1) additional electronic copy on a USB drive must be submitted to Service Associates (see page 3).

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. In addition, you agree to hold your offer open for a minimum of ninety (90) calendar days after the opening date. Proposal must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

By submission of a proposal, the offeror agrees that their proposal is based on the written specifications, terms and conditions and any written amendments issued. The offeror agrees that during the period following issuance of a proposal and prior to notification of intent and/or award of contract, offeror shall not discuss this procurement with any party at the District and will limit all correspondence to that sent to 2027SPA6@district.us.com. The offeror will not discuss or attempt to negotiate with District any aspects of the procurement without prior approval of the District's Chief Procurement Officer. Any attempt to circumvent this requirement may result in disqualification of the offeror.

PREFERENCES - A NOTICE TO VENDORS: On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/osp/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.**

I / WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

NAME OF OFFEROR (Full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.
PRINTED NAME (Person must be authorized to submit binding offer to contract on behalf of Offeror.)		TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
TITLE (Business title of person signing below)		E-MAIL ADDRESS:
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment 3	Amendment 2	Amendment No.	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

MINORITY PARTICIPATION

Are you a certified Minority/Women Owned Business? **Yes** _____ **No**_____

If yes, Certification # _____

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference [11-35-1524(C) (1)(i)&(ii)] or the Resident Contractor Preference [11-35-1524(C) (1)(iii)]. Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address

SPARTANBURG COUNTY SCHOOL DISTRICT SIX ("District") is seeking sealed proposals for Switch Upgrades to include network switches and associated network gear at the Dorman High School location. Proposals for the project should include the devices, any ancillary parts, corresponding equipment/materials, and mounting hardware required to install all equipment. This request also includes support licenses and subscription services corresponding with the newly acquired network equipment, if applicable. The project is acquisition only and DOES NOT include a request for labor of any kind.

No lump sum bids will be accepted. All costs must be itemized and detailed by each entity location, where specified. IF ANY ITEM QUOTED BY A VENDOR IS NOT 100% ELIGIBLE FOR E-RATE SUPPORT, IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE A COST ALLOCATION.

I. INSTRUCTIONS TO OFFERORS

All proposals must be submitted in a sealed envelope.
Solicitation Number, Proposer's Name, and Opening Date must appear on package exterior.

Proposals may be mailed or hand-delivered to:
SPARTANBURG COUNTY SCHOOL DISTRICT 6
ATTN: Director of Technology
1390 Cavalier Way
Roebuck, SC 29376

One (1) additional UNBOUND hardcopy of the proposal and one (1) additional electronic copy on a USB drive must be submitted as follows:
Service Associates, Inc.
ATTN Oliver Frail
225 Cook Street
Rural Hall, NC 27045

DEFINITIONS

The District – Refers to School District.

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

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

- Proposals not properly submitted and signed are subject to rejection. The district assumes no responsibility for improperly marked or misdirected proposal responses and/or correspondence related to this document. All proposers must submit ONE (1) original (marked "Original") paper proposal, FOUR (4) additional hardcopies, and ONE (1) electronic copy on a USB drive to the District. In addition, proposers must also submit an additional UNBOUND hardcopy of the proposal and one (1) additional electronic copy on a USB drive to Service Associates, ATTN: Oliver Frail, 225 Cook Street, Rural Hall, NC 27045.

- Questions regarding this RFP **MUST** be in writing **VIA EMAIL** to RFP SPA6-2027-001 at 2027SPA6@district.us.com. **SUBMITTERS SHALL NOT ATTEMPT TO CONTACT ANY PERSONNEL AT THE DISTRICT, BOARD OF TRUSTEES, AND/OR THE DISTRICT SELECTION COMMITTEE REGARDING THIS REP. ANY ATTEMPT TO CIRCUMVENT THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION OF THE OFFEROR.**

- Questions will be answered by issue of Addenda sent out to the entire list of potential offerors that have registered by email at 2027SPA6@district.us.com. 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 shall be publicly opened at the stated date and time as indicated in the Request for Proposals and shall be conducted in the **SPARTANBURG COUNTY SCHOOL DISTRICT 6 ADMINISTRATIVE OFFICE, 1390 CAVALIER WAY, ROEBUCK SC 29376**

- Proposals, amendments or withdrawal requests must be received no later than the stated closing date and time as indicated in the Request for Proposals (RFP) to the place and in the manner as described within the RFP and on the date indicated by the RFP.

- **Proposals received after the closing time and date specified, whether electronically delivered or mailed, will not be accepted.**

- All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the proposal. No proposal shall be altered or amended after the specified time for opening. No faxes, copies, or similar photographic files will be accepted.

- All data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to the District.

- Proposers shall be required to visibly mark as "CONFIDENTIAL" each page of their proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.

- Taxes: It is not necessary to show South Carolina sales tax on the Proposal; however, if Proposer prefers to show it, it must be shown as a separate entry on the Proposal total summation. In other words, there shall be a Proposal subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.

- In preparing your response, make any assumptions necessary, take any exceptions necessary and document each. Any disparity between an appealing proposal and the requirements of the district will be negotiated prior to executing a contract.

- No lump sum bids will be accepted. All costs must be itemized and detailed by each entity location**,** where specified. Materials and labor (where applicable) must be quoted separately. **If any item quoted by a vendor is not 100% eligible for E-Rate Support, it is the responsibility of the vendor to provide a cost allocation.**

Anticipated Schedule of Key Events:

Issue RFP:	Friday, November 20th, 2026
Deadline for questions:	Wednesday, December 16th, 2026 @ 11:00 AM
Proposal response must be received by:	Tuesday, January 5th, 2027 @ 11 AM

II. GENERAL PROVISIONS

1. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal/bid or to procure any good or service.

2. An award will be made to the Offeror whose proposal, in the opinion of the District, best meets the requirements of this RFP and the District objectives.

3. The Procurement Code and Regulations of the District will govern and supersede any and all documents, proposals and policies, whether stated or implied.

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

5. ACCIDENTS

The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the District reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

6. ADDENDA

This solicitation may be amended at any time prior to opening via an addendum. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals. The addenda will be sent out to the entire list of potential offerors that have registered by email at 2027SPA6@district.us.com. Addenda will also be posted to the Form 470 within the **EPC Portal**. All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addenda with offer or 2) by submitting a proposal that indicates the offeror received the addenda (Page 2 of cover sheet). The District shall not be legally bound by any amendment or interpretation that is not in writing.

7. 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. The Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

8. 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.

9. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph of this provision. The offeror also certifies that the Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

10. CLARIFICATIONS

The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to 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/her proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

11. 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.

12. CONFIDENTIALITY

Ownership of all data, material and documentation originated and prepared pursuant to the 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.

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

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

13. CORRECTION OF ERRORS ON THE BID FORM

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

14. 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.

15. DEFAULT

In the event the successful contractor defaults on any part or his entire Proposal, District reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.

16. 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 bids 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 bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

17. 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).

18. EXCUSABLE DELAY

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

19. FAILURE TO SUBMIT PROPOSAL

If a recipient does not submit a Proposal or fails to respond by submitting a "no bid" for three (3) consecutive proposals for the same commodity, they may be removed from the applicable vendor list.

20. GUARANTEE

The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

21. 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.

22. INSURANCE

The Vendor shall maintain, throughout the performance of its obligations under the 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 district grounds must have insurance as required by the State of South Carolina. Contractor and/or Subcontractor acknowledges that the District is not responsible or liable for insurance premiums or policies for the Contractor.

23. 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, certifications, accreditations 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.

24. MATERIALS REQUIRED

All supplies or equipment offered to the District must be **NEW** and provided by a **Certified Partner and Authorized Reseller** of the manufacturer**.** 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.

25. OFFEROR'S QUALIFICATIONS

Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract. The District reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein. The Offeror is required to complete and return our Business Profile Sheet. No bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

26. "OR APPROVED EQUAL" CLAUSES

Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or equivalent". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Proposers must indicate brand name, model, model number, size, type, weight, color, etc. of the item proposed if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Proposer desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

27. PACKAGING AND DELIVERY

All Shipments shall be FOB to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.

28. PATENTS

The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this request.

29. 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. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.

30. PROPER INVOICE

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

i. Name of business concern
ii. Form 498 ID
iii. FRN Number
iv. Contract number or other authorization for delivery of service or property
v. Complete description of Services Provided and Number of Hours of Work Performed
vi. Entity / Building / School Name where service or equipment was provided
vii. Invoices must be broken down by FRN number to agree with the Form 471
viii. Price and quantity of property or service actually delivered or executed
ix. Shipping and payment terms.
x. Name where applicable
xi. 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.

31. 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 by the parties to supersede any such provisions of this RFP. Any changes to a contractual instrument, which are mutually agreed upon between contractor and/or subcontractor and the District, shall be incorporated in written amendment to this contract and will not become effective until the amendment is signed by each party.

32. PROPOSER'S RESPONSIBILITY

Each Proposer shall fully acquaint himself / herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this Proposal or contract. Offerors shall notify the District of ALL COSTS.

33. 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.

34. 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.

35. 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 District's Chief Procurement Officer. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

a. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid 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 bid 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. Ambiguous proposals: Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

36. SAMPLES

Proposers may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Proposers shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references of detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Proposer actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.

37. SERVICE DATA MANUALS / PRODUCT INFORMATION

The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required. Vendor shall include its latest manual and/or specifications for the proposed software.

38. 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.

39. SPECIFICATIONS

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

40. STATEMENT OF COMPLIANCE AND ASSURANCES

By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

41. SUBCONTRACTING / ASSIGNMENT

The successful Offeror will not be allowed to sub-contract any portion of the contract, its provisions, or any portion of work to another firm without obtaining prior written permission from the District. If any part of the work covered by 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.

42. SUBMISSION OF DATA

Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensations (if required), and other data regarding experience relating to this Proposal and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.

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

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

43. TIME OF COMPLETION

The Proposer shall include with his/her proposal delivery dates for each item as requested, and shall furnish all items in accordance with the proposal solicitation unless an extension was granted by the District in writing.

44. UNLAWFUL ACTS

The District interprets a signed proposal document 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 law.

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

46. WITHDRAWAL OF RESPONSE

A proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the District's Chief Procurement Officer prior to the date and time set for receipt/opening of the solicitation responses. No Proposal shall be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of proposals. If the District fails to accept the response or award a contract within ninety (90) 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.

III. 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.

IV. TERMS & CONDITIONS

A. CONTRACT TERMS

It is the intent of the District to award a three-year contract(s) featuring an option for voluntary extensions. The District encourages interested firms to offer proposals for any, each, or all of the categories of services listed herein. The District 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.

Contract Period: The initial contract period will begin on the date signed by The District and will be extend through September 30, 2030. The initial term may be voluntarily extended / renewed. Renewals will be in one-year increments and will be instated via a simple one-page voluntary amendment to extend the Contract Expiration Date one year and to be executed by the District and the Offeror. The extensions may be less than, but may not exceed two (2) additional one-year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the District of its intention in writing 90 days prior to the anniversary date**.** Any further extensions must be in accordance with the District Procurement Code.

Evaluation of Contract: Appropriate staff of the District and Contractor and/or Subcontractor can meet on an as needed basis to evaluate this Contract based on the responsibilities for each party.

Contract Price: Contract price is deemed "Fair and Reasonable" and in compliance with Local, State, and Federal Laws and Regulations.

Final Payment: The District will not process the final payment until all goods and/or services are received / rendered to the district.

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

Equipment/Consumables:
Prices shall remain firm during the initial contract period. Any requests for price increases must be submitted to the District's Chief Procurement Officer at least 90 days prior to the automatic renewal date. These requests should be forwarded by registered mail to ensure delivery. If approved, the prices will go into effect for the next renewal term and remain firm for the term. Requests shall be accompanied by a copy of the manufacturer's

official notice of such increases. The maximum price increases will not exceed the percent change from the previous year(s) shown in the most current Consumers Price Index (CPI) for all urban consumers (CPI-U) under "All Items" or the current market conditions as determined by the contract administrator. The District reserves the right to accept the price increases or cancel the contract and will notify the contractor in writing within fifteen (15) days following the date of request. No increase shall be effective until approved by the District. It is understood and agreed that orders will be shipped at prices in effect on date shown on the District's purchase order**.** Any decrease in the cost of the finished product due to a general decline in the market price or other effective factors shall be forwarded to the District with immediate inception into the term contract.

B. BACKGROUND CHECKS

The Vendor and all representatives of the Vendor must have an acceptable background check 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, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the 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.

C. CONDUCT AND ACTIONS OF VENDOR'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 Owner's property. The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

D. CONFIDENTIALITY, VENDOR RESPONSIBILITY

As outlined in the Family Educational Rights and Privacy Act (FERPA), student data is confidential and shall not be shared in any form with anyone other than the student, the student's parent(s) or legal guardian(s), except as directed by site administrator or appropriate district staff.

The District expects Contractor to respect the confidentiality of information obtained during their professional work. Information is revealed only with the informed consent of the client, except in those situations in which failure to release information would result in clear danger to the client or others. In addition to the ethical standards of confidentiality, laws exist to protect the privacy of individuals. Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the students' records in all schools that receive federal funding. Consent is needed to allow release of records to others, except in special circumstances (e.g., health, safety, legal request etc.).

E. DISPUTE RESOLUTION

All disputes between the District and the Contractor and/or Subcontractor shall be resolved in accordance with the District's Procurement Code, as may be amended or updated. Contractor and/or Subcontractor consents to be

governed by the District's Procurement Code's provisions for contract controversy resolution and agrees that the District's Procurement Code applies to and governs the Agreement. Contractor and/or Subcontractor waives any objection, including but not limited to Federal and State Constitutional objections, it may have now or hereafter to the administrative process required by the District's Procurement Code. Any act by the District regarding any transaction or agreement arising out of, relating to, or contemplated by this Contract is not a waiver of District's governmental immunities.

F. 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. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

G. DRUG-FREE WORKPLACE

By signing and submitting a proposal, 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).

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 provision. 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 District's Chief Procurement Officer at the same time the law requires the statement to be filed.

I. EQUAL OPPORTUNITY

The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in relation to any activities conducted under this Contract the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

J. EXCESS COSTS

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 the 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 Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor 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 Vendor to meet the required delivery schedule.

K. GOVERNING LAWS

All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

L. 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. Submission of a signed offer certifies that said company will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008 Title 8 Chapter 14 of the S.C. Code Annotated). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The contractor also agrees to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

M. INDEMNIFICATION

The District (including its officers, agents, and employees), shall be held harmless from liability from any claims, damages, and actions of any nature arising from this Contract, provided that such liability is not attributable to negligence on the part of the District. The Contractor and/or Subcontractor also shall defend, indemnify, and hold harmless the District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury or death of any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor and/or Subcontractor, its agents or employees, in the performance of the contract, and further shall agree to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason of negligent instructions or directions given or purportedly given by any of the District employees with respect to the performance of the contract.

N. NOTICES

All notices, consents, approvals and the like required to be given hereunder shall be given in writing to the School District Office.

O. PREFERENCES

1) 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.

2) 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:
   - "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   - "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3) 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 bid 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 bid 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.**

4) 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 bid 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 bid 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 bid 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.**

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

i. Solicitation - Any prospective bidder, offeror or contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the chief business official within fifteen (15) days of the date of issuance of the Invitation For Bids or Requests for Proposals or other solicitation documents
ii. 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 to the chief business official within seven (7) business days of the date notification of award is posted.

All protests shall be in writing, submitted to the chief business official, 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 bidder use of material furnished to the Offeror by the District.

S. SEVERABILITY

Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement remain in full force and effect.

T. SOUTH CAROLINA LAW CLAUSE

Upon award of a contract under this Proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable status may exempt or exclude the successful Proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed Proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

U. TERMINATION

Subject to the provisions contained below, this Contract may be terminated by either party with thirty (30) days notice, unless otherwise written. Contractor shall be compensated for any work completed at the time of termination.

1) District's Termination for Convenience: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

2) Contractor's Termination for Convenience: Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:
   - affect the District's right to require the termination of a subcontract
   - increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

3) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

4) Right to Supplies: The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer:
   i. any completed supplies; and
   ii. such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

5) Compensation:
   i. The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with paragraph (2 & 3) of this section ("U").
   ii. The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under paragraph (4) of this section ("U"), and the contract price of the work not terminated;
   iii. Absent complete agreement under paragraph heading (U), the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under paragraph (1) of this section ("U"), shall not duplicate payments under this subparagraph:
      - contract prices for supplies or services accepted under the contract;
      - costs incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

- any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the number of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under paragraph (4) of this section ("U"), and the contract price of work not terminated.

iv. Contractor must demonstrate any costs claimed, agreed to, or established under paragraphs (1) and (3) of this section ("U") using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

6) Termination for Cause:
Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision(s). Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision shall apply.

V. CONTRACT PROVISIONS FOR FEDERAL AWARDS

Expenditures or contracts involving Federal funds are subject to Federal Rules and Regulations. The below provisions 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. DAVIS-BACON ACT

Compliance with the Davis-Bacon Act:

i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
iii. Additionally, contractors are required to pay wages not less than once a week.
iv. Contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. 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.

D. 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.

E. 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.

F. 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 and2 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.

iii. 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.

iv. The bidder or proposer agrees to comply with the requirements of2 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.

G. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid 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.

H. 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.

I. 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.

J. 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.

K. 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.

iii. 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.

VI. SCOPE OF SERVICES

THE DISTRICT

SPARTANBURG COUNTY SCHOOL DISTRICT SIX is a SC Public School District with fourteen (14) instructional locations and a total enrollment of approximately +/- 11,000 students. The District also has 2 ancillary locations, including the Spartanburg County School District 6 Administrative Office.

The District has established an IT Standard for Network Systems that utilizes Microsoft operating systems. The district's data distribution system is predominantly Ruckus devices and Palo Alto Firewall. The district has a satisfactory installed base that adheres to this IT Standard. The district will take this IT Standard into account as illustrated in the evaluation criteria on Page 25 of the RFP.

Each location is connected via WAN and Internet access infrastructure provided by the SC DSIT. The District's LAN/WAN environment is predominantly Ethernet/Fiber and the Network Server platform is predominantly Microsoft.

SCOPE SPECIFICATIONS

This document is a Request for Proposal (RFP); it is not an Invitation to Bid (ITB). In determining the meaning of statements contained in this document, please carefully consider the strict meaning of words such as: must, shall, will, should, might, could, require, suggest, etc. The District encourages Service Providers to propose solutions as they see fit and that best provide a solution to the District's needs. In all instances where specifications reference a specific manufacturer, make, and/or model, offeror should assume the district **will consider EQUIVALENT items.**

SPARTANBURG COUNTY SCHOOL DISTRICT SIX ("District") is seeking sealed proposals for Switch Upgrades to include network switches and associated network gear at the Dorman High School location. Proposals for the project should include the devices, any ancillary parts, corresponding equipment/materials, and mounting hardware required to install all equipment. This request also includes support licenses and subscription services corresponding with the newly acquired network equipment, if applicable. The project is acquisition only and DOES NOT include a request for labor of any kind.

No lump sum bids will be accepted. All costs must be itemized and detailed by each entity location, where specified. IF ANY ITEM QUOTED BY A VENDOR IS NOT 100% ELIGIBLE FOR E-RATE SUPPORT, IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE A COST ALLOCATION.

DHS SWITCH UPGRADES

Dorman High School		
PART NUMBER	**EQUIPMENT DESCRIPTION**	**QUANTITY**
ICX7850-48F	ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE; power supplies, fans and transceivers sold separately	**2**
ICX7850-SVL-RMT-5	WatchDog REMOTE SUPPORT, ICX 7850, 5 YR	**2**
ICX7850-PREM-LIC	ICX7850 Premium feature license	**2**
ICX-FAN12-E	ICX 7650 and ICX 7850 exhaust airflow fan, front to back airflow	**10**
RPS19-E	650W AC power supply with exhaust airflow	**4**
PCUSA2	POWER CORD, USA, NEMA5-15/C13, 13A, 125V	**4**
E100G-QSFP-QSFP-P-0101	100GbE QSFP28 to QSFP28 Direct Attached, Passive Copper Cable, 1m	**2**

VII. 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.

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 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. By submission of a proposal, you are guaranteeing that all services meet the requirements of this RFP.

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 bid 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 bid.
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 (pages 1 & 2 of this document) and the Lowest Corresponding Price Certification (page 26 of this document),

SECTION 2: Cover Letter

SECTION 3: Offeror's Official Proposal Response as outlined on page 22 and page 24 of this document

VIII. 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 concern.

1. **Cost to the District = 40 Points**
2. **Design and compatibility with the District's standards = 35 Points**
3. **Proposal / presentation is clear and complete = 5 Points**
4. **Documented qualifications of proposer's staff / references; District's prior experience with proposer = 20 Points**

Total Points = 100

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: _____

END OF SOLICITATION