

Williamsburg County School District	Solicitation Number: WCSD-2023-001 E-Mail Address: 2023WCSD@district.us.com	
REQUEST FOR PROPOSALS UPS UNITS		

DATE ISSUED: *November 22, 2022*

QUESTIONS MUST BE RECEIVED BY: *December 12, 2022 11:00 AM* (all questions must be directed to: 2023WCSD@district.us.com)

MANDATORY PRE-BID WALK THROUGH: Not applicable.

PROPOSAL MUST BE SUBMITTED BY:

CLOSING DATE: *Monday, January 9th, 2022*
CLOSING TIME: *11:00 a.m.*

MAIL OR HAND DELIVER PROPOSAL TO:

WILLIAMSBURG COUNTY SCHOOL DISTRICT
ATTN: Ernest Young
500 North Academy Street, Building D
Kingstree, SC 29556

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 copy 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 2023WCSD@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.

I / WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

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

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.)	ORDER ADDRESS (Address to which purchase orders will be sent)
_____ _____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ _____ 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 # _____

Williamsburg County School District (“District”) is seeking sealed proposals for Network Upgrades to include the acquisition of UPS Units. The District expects the vendor to provide a turn-key solution for the network project, to include acquisition, installation, configuration, and testing.

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:
WILLIAMSBURG COUNTY SCHOOL DISTRICT
ATTN: Ernest Young
500 North Academy Street, Building D
Kingstree, SC 29556

One additional hardcopy of the proposal 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 hardcopy of the proposal 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 [WCSD-2023-001 \(2023WCSD@district.us.com\)](mailto:2023WCSD@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 2023WCSD@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 **DISTRICT OFFICE, WILLIAMSBURG COUNTY SCHOOL DISTRICT, 500 NORTH ACADEMY STREET, KINGSTREE, SC 29556**

- 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 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, PDF or similar electronic or 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. Materials and labor must be quoted separately.

Anticipated Schedule of Key Events:

Issue RFP: Tuesday, November 22nd, 2022

Deadline for questions: Monday, December 12th, 2022 @ 11:00 AM

Proposal response must be received by: Monday, January 9th, 2022 @ 11:00 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 2023WCSD@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. **AFFIRMATIVE ACTION**
The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.
8. **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.
9. **ASSIGNMENT**
No Contract may be assigned, sublet, or transferred without a written consent of the District's Chief Procurement Officer.
10. **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.
11. **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.

12. 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.

13. 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.

14. 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;

15. 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.

16. 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.

17. 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.

18. 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.

19. EXAMINATION OF RECORDS:

- a. 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.
- b. 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).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. LICENSE AND PERMITS

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

26. MATERIALS REQUIRED

All supplies or equipment offered to the District must be **NEW** and provided by an **Authorized Reseller**. 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.

27. 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.

28. "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.

29. 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.

30. 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.

31. 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.

32. 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.

33. PROPOSAL CONSTITUTES OFFER

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

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 or 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. SUBCONTRACTING

The successful Offeror will not be allowed to sub-contract any portion of the work to another firm without obtaining prior 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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, 2026. 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.

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. 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.

E. 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).

F. 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.

G. EQUAL OPPORTUNITY

The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, immigrant status, English speaking status, ancestry or physical handicap.

H. 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.

I. FEDERAL DEBARMENT STATUS

Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Therefore, when expenditures or contracts are to be paid with federal funds, Federal Regulation 7CFR 3017 regarding Federal debarment status will apply. For further information regarding 7CFR 3017 Government wide Debarment and Suspension, refer to <http://www.access.gpo.gov/nara/cfr/index.htm1>.

J. GOVERNING LAWS

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

K. 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.

L. INDEMNIFICATION

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

M. 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.

N. RIGHT TO PROTEST

- i. Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract must submit a written protest to the District's Chief Procurement Officer.
- 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 within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, 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).

O. 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.

P. 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.

Q. TERMINATION

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

i. Termination for Cause

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

ii. Termination for Convenience

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

V. SCOPE OF SERVICES

THE DISTRICT

Williamsburg County School District is a SC Public School District with 13 instructional locations and a total enrollment of approximately +/- 3200 students. The District also has 1 ancillary location, the Williamsburg County School District Office, which serves as the Hub of the District's network.

The District has established an IT Standard for Network Systems that includes Microsoft operating systems, RUCKUS & CISCO network electronics, and CISCO Aironet Wireless. 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 18 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.**

Williamsburg County School District ("the District") is seeking sealed proposals for Network Upgrades to include the acquisition of UPS Units. The District expects the vendor to provide a turn-key solution for the network project, to include acquisition, installation, configuration, and testing.

All costs must be itemized, materials and labor 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.**

UPS UNITS SPECIFICATIONS

PART NUMBER	DESCRIPTION	QTY
SMART2200RM2UN	SmartPro 120V 2.2kVA 1.92kW Line-Interactive SineWave UPS, 2U Rack/Tower, Pre-Installed WEBCARDLX Network Interface, LCD Display, USB DB9 Serial	75

UPS BREAKDOWN FOR SCHOOLS

KINGSTREE HIGH EAST	12
KINGSTREE HIGH WEST	8
KENNETH GARDNER	7
WM ANDERSON PRIMARY	6
KINGSTREE MIDDLE MAGNET	7
HEMINGWAY HIGH	12
HEMINGWAY CAREER & TECHNOLOGY CENTER	2
CE MURRAY	8
GREELEYVILLE PRIMARY	5
HEMINGWAY ELEMENTARY	8
TOTAL	75

VI. 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 19 of this document),

SECTION 2: Cover Letter

SECTION 3: Offeror's Official Proposal Response as outlined on page 16 & 17 of this document

VII. 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