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|---|-------------------------|----------------------|---|
|  | <h1>BEST VALUE BID</h1> | Solicitation #       | <b>19-20-8</b>  |
|   |                         | Date Issued          | <b>October 9, 2019</b>  |
|   |                         | Procurement Official | <b>Pamela Phillips<br/>Procurement Officer</b>                        |
|   |                         | Phone                | <b>(864) 594-6179</b>   |
|   |                         | E-Mail Address       | <b><a href="mailto:pPhillips@spart7.org">pPhillips@spart7.org</a></b> |

|             |   |
|-------------|---|
| DESCRIPTION | <b>MacBook Air Repairs – IFB #19-20-8</b> |
|-------------|---|

*The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"*

|                                  |  |
|----------------------------------|--|
| SUBMIT OFFER BY                  | <b>October 30, 2019 @ 2:00 PM, EST</b>   |
| NUMBER OF COPIES TO BE SUBMITTED | <b>One (1) "Original" and three (3) marked "Copy" without Pricing Schedule</b> |
| QUESTIONS MUST BE RECEIVED BY    | <b>October 15, 2019 @ 10:00 AM, EST</b>  |

**Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:

**Spartanburg School District Seven  
610 Dupre Drive  
Spartanburg, SC 29307**

|  |  |  |  |
|--|--|--|--|
| CONFERENCE TYPE: N/A   |  | LOCATION:  |  |
| As appropriate, see Conferences – Pre-Bid/Proposal & Site Visit provisions   |  |  |  |
| AWARD & AMENDMENTS   | The award, this solicitation and any amendments may be posted at the following web address:<br><a href="https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=5d68b707-3a22-47d6-989f-e64ae3696839">https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=5d68b707-3a22-47d6-989f-e64ae3696839</a> |  |  |
| You must submit a signed copy of this form with Your Offer. By submitting an Offer, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of <b>sixty (60) calendar days</b> after the Opening Date. You affirm that the District's original solicitation document has not been altered in any way. You acknowledge that You have read and understand all requirements, certifications, stipulations, terms, and conditions stated in the solicitation documents |  |  |  |
| NAME OF OFFEROR:   |  | OFFERORS TYPE OF ENTITY:<br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Tax exempt corporate entity<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing your Offer" provision) |  |
| AUTHORIZED SIGNATURE:  |  |  |  |
| TITLE  |  |  |  |
| PRINTED NAME:  | DATE SIGNED  |  |  |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.        |  |  |  |

COVER PAGE (Complete, Sign & Return This Page with Your Offer)

*(Complete & Return Page Two with Your Offer)*

|                        |  |                             |  |
|------------------------|--|-----------------------------|--|
| STATE OF INCORPORATION |  | TAXPAYER IDENTIFICATION NO. |  |
|------------------------|--|-----------------------------|--|

|   |  |  |
|---|--|--|
| 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.) (See "Notice" clause) |  |
|   | Phone  |  |
|   | Fax  |  |
|   | E-Mail   |  |

|  |  |  |
|--|--|--|
| PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) | ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses) |  |
|  | ORDER FAX #  |  |
| Payment Address Same as Home Office Address                                      | Order Address Same as Home Office Address  |  |
| Payment Address Same as Notice Address (check only one)                          | Order Address Same as Notice Address (check only one)  |  |

| ACKNOWLEDGEMENT OF AMENDMENTS  | Amendment # | Amendment Date | Amendment # | Amendment Date | Amendment # | Amendment Date |
|--|-------------|----------------|-------------|----------------|-------------|----------------|
| Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.<br><br>See "Amendments to Solicitation" Provision |             |                |             |                |             |                |
|  |             |                |             |                |             |                |
|  |             |                |             |                |             |                |
|  |             |                |             |                |             |                |

|                        |   |  |
|------------------------|---|--|
| MINORITY PARTICIPATION | Are You a South Carolina Certified Minority Vendor? (Yes or No):                            |  |
|                        | If Yes, South Carolina Certification #  |  |
|                        | Are You a Minority Vendor Certified by Another Local, State or Federal Agency? (Yes or No): |  |
|                        | If Yes, Agency Name   |  |
|                        | Are You a Minority Vendor That is Not Certified? (Yes or No):                               |  |

## **INSTRUCTIONS TO BIDDERS/PROPOSERS**

- 1. All proposal/bid sheets must be submitted in a sealed envelope. You may include more than one proposal/bid per envelope if you follow the instructions contained herein. The face of the envelope shall contain the proposal/bid title, the proposal/bid number, and the date and time of proposal/bid opening. Proposals/Bids not submitted on this proposal/bid Sheet and accompanied by the Bidder Information and Authorized Signature on page one (1) hereof will be subject to rejection. The District assumes no responsibility for unmarked or improperly marked envelopes.**
2. Bids, proposals, amendments or withdrawal requests must be received by the time advertised for bid/proposal opening. It is the vendor's sole responsibility to insure that the bid/proposal documents are received in the Purchasing Department by the time and date indicated in the solicitation documents.
3. 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/bid. No proposal/bid 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 signatures required must be in ink.
4. If specifications or descriptive papers are submitted with bids/proposals, enter bidder's name thereon.
5. Unless otherwise required, submit only one copy of each proposal/bid.
6. Bidders shall be required to visibly mark as "CONFIDENTIAL" each part of their bid/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.
7. Tie bids will be resolved as outlined in Section 1-2077 of the District Procurement Code.
8. By submission of a proposal/bid, the Vendor shall guarantee that all goods and services shall meet the requirements of the solicitation during the contract period.
9. Any Vendor desiring to exercise protest rights under Section 2-2185 of the District Procurement Code shall direct all correspondence to: Finance Office, Spartanburg County School District 7, PO Box 970, Spartanburg, SC 29304.
10. The statement of award on bids/proposals in excess of \$25,000.00 will be posted in the Finance Office after final determination of award.
11. Ownership of material: Ownership of all data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to the District.

### **DEADLINE FOR SUBMISSION OF QUESTIONS:**

**October 15, 2019 AT 10:00 A.M. Questions must be submitted via email to Pamela Phillips, [phillips@spart7.org](mailto:phillips@spart7.org).**

## GENERAL TERMS & CONDITIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of proposals/bids or to procure any goods or services.

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

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.

**Unit Prices:** Unit prices will prevail over extended prices unless otherwise stated in the bid invitation.

**Delivery:** Delivery must be FOB destination freight prepaid unless otherwise specified herein. Cost of delivery will be included in unit prices.

**Bidder/Offeree Qualifications:** Bidders/proposers must, upon request of the School District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The School District reserves the right to make the final determination as to the bidders' ability to provide the products or services requested herein.

**Addenda:** Addenda shall be issued prior to the RFP/RFB submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP/RFB, an addendum will be posted under **Procurement/Doing Business with Spartanburg Seven** at <https://www.spartanburg7.org/>. Because this RFP/RFB is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this proposal. Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP/RFB. No addenda shall be issued later than four (4) days prior to the RFP/RFB submittal date except to a) withdraw the RFQ/IFB or RFB/RFP solicitation, or b) to postpone the RFP/RFB submittal date and time. The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

**Proposal/Bid as Offer to Contract:** By submitting your Proposal/Bid, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. Any offer may be submitted by one legal entity; joint proposals are not allowed. The Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal/bid containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal/bid non-responsive.

**Background Checks:** As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor 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 Contractor 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 contractor.

The Contractor 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 will not be permitted on the Project Site or the District's property.

The District may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

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

**Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this RFP/RFB shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids/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 bids/proposals remain confidential must visibly mark as "Confidential" each page of the bid/proposal they consider to contain proprietary information.

**Bidder/Officer Responsibility:** The Bidder/Proposer alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their bid/proposal.

**Correction of Errors on the Proposal/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 bid/proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No bid/proposal shall be altered or amended after specified time for opening.

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

**Subcontracting:** The District requires advance notification of any and all subcontracting and the ability to approve or deny the use of proposed subcontractors.

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

**Withdrawal of Bid/Proposal Response:** A bid/proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the bid/proposal responses. If the District fails to accept the response or award a contract within 60 (sixty) days after the bid/proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

**District or School Regulations:** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

**Drug-free Workplace:** By signing and submitting a bid/proposal, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10 through 44-107-90, S.C. Code Ann, (1976) and as amended.

**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, ancestry or physical handicap.

**Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

**Illegal Immigration:** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of the South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

**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 of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).

**Interpretations:** If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

**Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this bid/ proposal will be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**Right to Protest:** Any prospective Bidder/Offeror or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Officer within **fifteen days** of the date of issuance of the Invitation for Bid/Proposal or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

**Authorization and Acceptance:** The proposal/bid must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFP/RFB. The proposal/bid must contain a statement to the effect that your proposal/bid is firm for a period of sixty (60) days from the proposal/bid due date or longer if so required by the District.

**Posting of Award:** Notice of Award or Intent to Award will be posted in the Procurement Office of the District Office located at 610 Dupre Drive, Spartanburg, SC 29307.

**Rejection/Cancellation:** The District reserves the right, to accept or reject, in part or in entirety, any or all bids/proposals, to negotiate with all qualified bidders/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.

**Ethics Act:** By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require

special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee Section 8-13-790, (b) Recovery of kickbacks Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official Section 8-13-720, (d) Use or disclosure of confidential information Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150.

## GENERAL CONDITIONS

1. **Default:** In case of default of the contractor, the School District reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
2. **Non-Appropriations:** Any contract entered into by the School District or other entities resulting from this Request for Proposal/Bid shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **Force Majeure:** The contractor shall not be liable for any excess cost 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 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 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 excess costs for 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 time schedule.
4. **Save Harmless:** The successful bidder/proposer shall indemnify and save harmless the School District, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright infringement or claim based upon the Bidder's use of material furnished to the Bidder by the School District.
5. **Publicity Releases:** Contractor 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 School District.
6. **Quality of Products:** Unless otherwise indicated in this RFP/RFB, it is understood and agreed that any item offered or shipped on this proposal/bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
7. **Brand Name Specifications:** Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be proposed provided the brand name, model number, etc., is clearly indicated in the RFP/RFB. However, the School District reserves the right to insist upon the specified name brands.
8. **S. C. Law Clause:** Upon award of a contract under this bid/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. By submission of this signed bid/proposal, the bidders agrees to subject himself 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.

9. **Termination:** Subject to the provisions below, the contract may be terminated for any reason by the Purchasing Department providing a 30-day advance notice in writing to the contractor.
- A. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the School District without the thirty (30) days advance written notice, then the School District may negotiate termination costs, if applicable.
- B. Termination for Cause: Termination by the School District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; 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. (See General Conditions No. 1)
10. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the School District's Purchasing Department.
11. **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. **Item Substitution:** No substitutes will be allowed on purchase orders issued by the School District without permission from the School District's Purchasing Department.
13. **Indemnification:** The School District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the School District or failure of the School District to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid/proposal.
14. **Payment:** Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice or as outline elsewhere in this solicitation.
15. **District and Spartanburg School District Seven Names:** Owner, District, School District, Spartanburg School District Seven (7), Spartanburg County School District Seven (7) and all such variations are one and the same.
16. **Proposer, Bidder, Offeror, Quoter, Responder, Contractor:** All of these and similar shall refer to the entity identified on page one (1) of this document and responding to this solicitation.
17. **Insurance Requirements:**

The successful bidder agrees to provide, maintain and certify to the District that the following insurance is in effect:

- A. Comprehensive general liability insurance: \$1,000,000.
- B. Whereby any contractor owned vehicle is used on District property under this contract:
- Bodily injury \$100,000 each occurrence
  - Property damage \$100,000
  - Auto liability of \$1,000,000
- C. Workers Compensation Insurance – Statutory Limits
- D. If work is being performed on district premises, then the vendor must have Spartanburg School District Seven added as an “additional insured” on their General Liability policy.



- E. The bidder shall furnish Spartanburg School District Seven Certificates of Insurance within 21 working days after acceptance of a contract.
- F. Spartanburg School District Seven must have ten (10) days notice of cancellation or change in insurance coverage, and give its approval.

**18. Term of Contract:** The initial term of contract shall be for approximately one year as indicated on the final Statement of Award or the Intent to Award. The contract shall be renewable for up to four (4) additional years. The Superintendent may extend this contract for an additional two (2) years on top of the previously mention five (5) year contract period. Each additional extension will be with the original successful bidder, provided both parties are interested in doing so. Extension will be based upon the satisfactory performance by contractor during the previous period.

**19. Price Adjustments:** The contract price may be adjusted annually by the Consumer Price Index amount, not to exceed 5% per year. Retroactive adjustments are not permissible. Calculation shall be as described below.

The Consumer Price Index (CPI) issued by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) shall be used for "South Urban" area, "All items" based on the annual percentage calculated for the end of July.

Contractor's notice for request under this adjustment must be submitted to District Seven's Procurement Officer and IT Director by September 30th of each year for consideration for the subsequent contract year that begins on approximately November 15th.

Upon award of this contract a sample of how the district will calculate above will be available upon Contractor's request.

The District is aware that the parts contemplated in this bid are technological in nature and therefore subject to obsolescence. If a part is discontinued and the cost escalation to the dealer is greater than 50% over the bases upon which the bid schedule herein was calculated upon, then the district will permit that part to be calculated at the current cost plus 25% provided the contractor can provide documentation to support both the original cost, the current cost and the unavailability to secure at original cost.

**20. Compliance with Procedures:** Contractor shall comply with all procedural instructions that may be issued from time to time by the District. However, the terms and conditions of the contract will not change.

**21. Examination of Records:**

a. The 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 the Spartanburg School District Seven, or his/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).

**22. Explanation to Prospective Bidders/Proposers:**

A. Any prospective Bidder/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders/Proposers before submission of their proposals.

B. Oral explanation and/or instructions given before the award of the contract shall not be binding.

**Scope:**

Spartanburg School District Seven is seeking best value bids for MacBook Air repairs. The initial year would be from approximately November 15, 2019 to November 14, 2020, but more specifically as spelled out in the final Statement of Award or Intent to Award. Contract extension will be based upon the satisfactory performance by contractor during the previous period. The district currently has approximately 3,000 MacBook Air (13") 2012-2014 model year units, and 4,000 MacBook Air (13") 2015-2017 model year units.

It is the District's intention to have the entire MacBook Air units picked up and not to dismantle them and return only specific parts for repair.

**Scope of Work to be Performed:**

1. Must pick up or arrange to be picked up the broken device(s) from the agreed upon district location.
2. Must provide a diagnosis within 2-3 business days of receipt.
3. Must provide a Not-to-Exceed price for each repair.
4. Must perform and is responsible for all work.
5. Must provide details of repair and testing process.
6. Must provide details of any non-Apple (non-O.E.M.) parts that will be used to repair the device.
7. Must provide documented experience records for servicing MacBook Airs.
8. Must warranty all repairs and replacement parts for a minimum of 90 days.

**Repair Services:**

The District has attempted to provide a list of repair services as outlined on the attached Bidding Schedule broken down into the year ranges for the MacBook Airs owned by the district. Contractor shall provide all labor, parts, etc. to complete the services to repair MacBook Airs including but not limited to any pickup/delivery charges, freight, and carrier insurance.

All repairs services that exceed \$250.00 per MacBook Air shall be approved by the District prior to making the repairs. If the repair is approved by the District, the repair may be made to the MacBook Air. If the repair is not approved, the MacBook Air shall be returned to the District or as mutually agreed between the District and the contractor.

**Repair Parts:**

All repair parts shall be new or refurbished O.E.M

**Volume of Repairs:**

Repair Services will be purchased on an as needed basis. The total quantity of repair of MacBook Airs is not known. All repair services shall be provided by the contractor during the term of the contract shall be filled in accordance with the contract.

**District Site Location:**

The contractor shall pick-up or arrange to be picked up and return the MacBook Airs from the following District site location:

Spartanburg School District Seven  
David Houston Center  
1475 Skylin Dr.  
Spartanburg, South Carolina 29307

**Warranty:**

Contractor shall provide a 90 day warranty on parts and services.

**Invoicing:**

Contractor shall provide an itemized invoice that provides a list of each MacBook Air repaired to include the serial number and the unit price for each repair based on the contract pricing and the total price for the repair.

**Payment:**

Payment will be made monthly upon proper invoicing and acceptance of the repair services by the District. The contractor shall bill monthly for the repairs services.

**Regulations and Standards:**

The work shall comply with all laws, standards, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work. These requirements supplement the specifications and shall take precedence in case of conflict.

All work shall be performed and completed in a thoroughly workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications/scope of work.

All repair parts shall be new and shall comply with the applicable standard in every case where such a standard has been established for the particular type of material in question.

**Evaluation Criteria:**

1. The service provider's (contractor's) ability to meet the needs detailed in the scope of work.  
20%
2. Service provider's (contractor's) experience in servicing MacBook Airs and references.  
20%
3. Total cost to repair MacBook Airs.  
60%

100% is the maximum amount of scoring criteria that any vendor can receive! The District has a pre-determined quantity of repairs that will determine the cost criteria. Those quantities and that District calculation will not be released by the District either in advance or after the tabulation and the award.

A minimum of three (3) business days and a maximum of six (6) business days will be required for evaluation of the Best Value Bids.

**Award:**

The District shall award the contract to the contractor who scores the highest total number based on the Evaluation Criteria listed above. The District reserves the right to evaluate each bid/proposal to determine which is most advantageous to the district. The district also reserves the right to reject any and all bids/proposals and to waive any minor irregularities in the bids/proposals received. Additionally, the District reserves the right to check references and to reject any and all bidders based on responses, if the District believes it is in the best interest of the District to do so. The District may cancel this solicitation entirely and is under no obligation to award a contract, if the District believes it is in the best interest of the District not to do so.



**BEST VALUE  
 BIDDING SCHEDULE (IFB #19-20-8)  
 MacBookAir 5,2 Qty 3084 2012-2015**

| LINE ITEM | COMMODITY/SERVICE DESCRIPTION  | QTY | U/M | PART(S) PRICE | LABOR PRICE | OTHER CHARGES | TOTAL UNIT REPAIR PRICE |
|-----------|--|-----|-----|---------------|-------------|---------------|-------------------------|
|           | Provide the following services to repair MacBook Air units to include pick-up, delivery, parts, labor, etc., per the attached Scope of Work. |     |     |               |             |               |                         |
| 1         | LCD Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 2         | Topcase Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 3         | Bottom Case Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 4A        | Solid State Drive (SSD) Repair - 64 GB   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 4B        | Solid State Drive (SSD) Repair - 128 GB  | 1   | EA  | \$            | \$          | \$            | \$                      |
| 6         | Battery Repair/Replacement   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 7         | Charging Port (w/USB Headphone)  | 1   | EA  | \$            | \$          | \$            | \$                      |
| 8         | Camera Repair  | 1   | EA  | \$            | \$          | \$            | \$                      |
| 9         | Track Pad Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 10        | Non-repairable   | 1   | EA  | \$            | \$          | \$            | \$                      |

**MacBook Air 7,1 Qty 113 11 inch, and MacBookAir7,2 13" Qty 4284 from 2015-2017 (Model A1466)**

| LINE ITEM | COMMODITY/SERVICE DESCRIPTION  | QTY | U/M | PART(S) PRICE | LABOR PRICE | OTHER CHARGES | TOTAL UNIT REPAIR PRICE |
|-----------|--|-----|-----|---------------|-------------|---------------|-------------------------|
|           | Provide the following services to repair MacBook Air units to include pick-up, delivery, parts, labor, etc., per the attached Scope of Work. |     |     |               |             |               |                         |
| 1         | LCD Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 2         | Topcase Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 3         | Bottom Case Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 4         | Solid State Drive Repair - 128 GB  | 1   | EA  | \$            | \$          | \$            | \$                      |
| 5         | Logic Board Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 6         | Battery Repair/Replacement   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 7         | Charging Port (w/USB Headphone)  | 1   | EA  | \$            | \$          | \$            | \$                      |
| 8         | Camera Repair  | 1   | EA  | \$            | \$          | \$            | \$                      |
| 9         | Track Pad Repair   | 1   | EA  | \$            | \$          | \$            | \$                      |
| 10        | Non-repairable   | 1   | EA  | \$            | \$          | \$            | \$                      |

Please provide the contact person assigned to this contract and all of their contact information.

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**RFP 19-20-8 and Number(s) \_\_\_\_\_ of \_\_\_\_\_ Addendum/Addenda if any – must be acknowledged here for a Valid Bid/Proposal.**

**All information on pages 1 & 2, 12 & 13 (Bidding Schedule), 14 (References) and 15 (if applicable) must be completed and signed in ink. Any corrections need to be crossed out, corrected and initialed. Submit one (1) marked "Original" & three 3 marked "Copy."**

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

From Page 1

Printed Name from Above \_\_\_\_\_

Date: \_\_\_\_\_

**References**

Provide five references of customers that have utilized your MacBook Air repair services and how long they have utilized the services. References are to include company name, address, contact person, telephone number, e-mail, and how long the company has utilized your MacBook Air repair services. The District prefers references that have utilized the services for a least one-year.

Reference One

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
How long company has utilized MacBook Air repair Services: \_\_\_\_\_

Reference Two

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
How long company has utilized MacBook Air repair services: \_\_\_\_\_

Reference Three

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
How long company has utilized MacBook Air repair services: \_\_\_\_\_

Reference Four

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
How long company has utilized MacBook Air repair services: \_\_\_\_\_

Reference Five

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
How long company has utilized MacBook Air repair services: \_\_\_\_\_

**MINORITY PARTICIPATION - Voluntary Minority Participation**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>