



**Request for Proposal:** 20-035

**Date Issued:** April 8, 2021

**Procurement Coordinator:** Greg Twitty

**Phone:** (803) 533-6549

**Fax:**

**E-Mail Address:** [greg.twitty@ocsdsc.org](mailto:greg.twitty@ocsdsc.org)

**DESCRIPTION: Fixed Assets Inventory**

*The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

**SUBMIT YOUR SEALED OFFER  
REFERENCING SOLICITATION NUMBER,  
DATE AND TIME OF OPENING, AND  
PROCUREMENT COORDINATOR'S NAME  
TO THE ADDRESS AT THE RIGHT:**

**MAILING AND PHYSICAL ADDRESS:**  
Orangeburg County School District  
Attn: Procurement Coordinator Greg Twitty  
102 Founders Court, Orangeburg SC 29118

**SUBMIT OFFER BY: May 4, 2021 @ 10:00 AM**

**NUMBER OF COPIES TO BE SUBMITTED: (1) original, (1) USB secure Flashdrive**

**QUESTIONS MUST BE RECEIVED BY: April 15, 2021 at 8:30 AM** (See "Questions from Offerors" provision)  
**ADDENDUM ISSUED: April 21, 2021 by 4:30 pm (If Necessary)** (See "Questions From Offerors" provision)

**CONFERENCE TYPE:** Site Visits Non-Mandatory  
**DATE & TIME:** (NA)

**LOCATIONS:** Orangeburg County School District,  
Orangeburg SC 29118 (See list in SOW)

**INTENT TO AWARD  
& AWARD**

Notice of Award and/or Intent to Award maybe posted on the district website [www.ocsdsc.org](http://www.ocsdsc.org)  
May 14, 2021 by 4:30 pm

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. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE:  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE: (Business title of person signing above)		
PRINTED NAME: (Printed name of person signing above)	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, sole proprietorship, etc.		



## **Fixed Asset Inventory**

RFP # 20-035

Request for Proposal Issued: April 8, 2021

Deadline for Submittal of Proposals:  
Friday, May 4, 2021

10:00 A.M. (EST)

### **SUBMIT RESPONSE TO**

Attention: Procurement Coordinator

Orangeburg County School District  
102 Founders Court  
Orangeburg SC 29118

## **NOTICE INVITING PROPOSALS**

Notice is hereby given that the ORANGEBURG COUNTY SCHOOL DISTRICT (OCSD) will accept proposals for the award of contracts for RFP 20-035 Fixed Asset Inventory up to but not later than 10:00 A.M., on May 4, 2021.

Proposals shall be delivered in sealed envelopes, or boxes, marked "RFP 20-035 Fixed Asset Inventory to the District Office front desk referencing:

prior to the **May 4, 2021 10:00 A.M.** deadline. Bids will be opened via recorded video **May 4, 2021** at the Central District Office above address.

### **INTRODUCTION**

The ORANGEBURG COUNTY SCHOOL DISTRICT ('OCSD' or 'District') serves over 11,000 students across 32 schools. We utilize 21st century instructional practices to ensure our students are academically confident and ready to navigate a rapidly-changing, technology-rich, global economy.

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The Fixed Asset Physical Inventory shall be completed by July 29, 2021.

### **PROJECT SCOPE**

The ORANGEBURG COUNTY SCHOOL DISTRICT (hereafter "District" or "OCSD") is requesting proposals for a District-wide Fixed Asset Inventory, responses must include (1) an outline for a comprehensive physical inventory of all District-owned assets. The goal of this project is to establish a baseline of all District general fixed assets, technology, furniture and equipment using our Follett Destiny Resource Manager and Google Sheet Tyler Technology IVisions systems.

The District reserves the right to retain all of the RFPs, and to use any ideas in a RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the proposal selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

A successful proposal will meet and/or exceed the requirements as outlined in this RFP. The District is open to learning about alternative solutions and options that are not specified in this document, but the successful proposal will still meet the technical and general use requirements as outlined in this document.

**Appendix A – Pricing Worksheet**

**Appendix B – References**

All questions regarding this RFP should be directed to [greg.twitty@ocsdsc.org](mailto:greg.twitty@ocsdsc.org) , with the subject of “RFP 20-035 Fixed Asset Inventory” on or before 8:30 a.m. April 15, 2021.

Responses to all questions will be made available no later than April 21, 2021 by 4:30 p.m., and will be posted on the District website. It is the responsibility of the prospective bidder to check the website for updates or addenda. **Any vendor who makes a direct contact with a school site or staff member regarding this RFP will be disqualified from consideration.**

## The district is requesting inventory for the following sites:

BETHUNE BOWMAN ELEMENTARY	4857 Charleston Hwy	Rowesville, SC 29133
BETHUNE BOWMAN MIDDLE HIGH	4857 Charleston Hwy	Rowesville, SC 29133
BRANCHVILLE HIGH	1349 Dorange Rd	Branchville, SC 29432
BROOKDALE ELEMENTARY	394 Brookdale Dr	Orangeburg, SC 29115
CARVER EDISTO MIDDLE	2018 Carver School Rd	Cope, SC 29038
CLARK MIDDLE	919 Bennett Ave	Orangeburg, SC 29115
COPE AREA CAREER CENTER	6052 Slab Landing Rd	Cope, SC 29038
DOVER ELEMENTARY	1411 Bedford Ave	North, SC 29112
EDISTO ELEMENTARY	136 Woodolive Ln	Orangeburg, SC 29115
EDISTO HIGH SCHOOL	500 R M Foster Dr	Cordova, SC 29039
EDISTO PRIMARY	3239 Cordova Rd	Cordova, SC 29039
ELLOREE ELEMENTARY	200 Warrior Dr	Elloree, SC 29047
HIGH SCHOOL FOR HEALTH PROFESSIONALS	130 Howard Hill Dr	Orangeburg, SC 29118
HOLLY HILL ELEMENTARY	1654 Camden Rd	Holly Hill, SC 29059
HOLLY HILL ROBERTS MIDDLE	530 Hessman St	Holly Hill, SC 29059
HOWARD- ROBERT E. HOWARD MIDDLE	1255 Belleville Rd	Orangeburg, SC 29115
HUNTER KINARD TYLER ELEMENTARY	7066 Norway Rd	Neeses, SC 29107
HUNTER KINARD TYLER HIGH	7066 Norway Rd	Neeses, SC 29107
LAKE MARION TECH	3656 Tee Vee Rd	Santee, SC 29142
LAKE MARION HIGH	3656 Tee Vee Rd	Santee, SC 29142
LOCKETT ELEMENTARY	1349 Dorange Rd	Branchville, SC 29432
MARSHALL ELEMENTARY	1441 Marshall Ave	Orangeburg, SC 29118
MELlichAMP ELEMENTARY	350 Murray Rd	Orangeburg, SC 29115
NORTH MIDDLE HIGH	692 Cromer Ave	North, SC 29112
OW HIGH SCHOOL	601 Bruin Pkwy	Orangeburg, SC 29118
RIVELON ELEMENTARY	350 Thomas Eklund Circle	Orangeburg, SC 29115
SHERIDAN ELEMENTARY	1139 Hillsboro Rd	Orangeburg, SC 29115
ST JAMES GAILLARD ELEMENTARY	1555 Gardensgate Rd	Eutawville, SC 29048
STAR CENTER FOR LEARNING TECHNOLOGY CENTER	3720 Magnolia St	Orangeburg, SC 29118
VANCE PROVIDENCE ELEMENTARY	633 Camden Rd	Vance, SC 29163
WHITAKER ELEMENTARY	790 Whittaker Pkwy	Orangeburg, SC 29115

DO West

- Main Office Building
- Technology Trailer
- Transportation Trailer
- Maintenance Building

DO East

- Main Office Building
- Warehouse

Additional Sites to Add:

- District Office (Founders Court)
- Main Transportation Office (Orangeburg, Bamberg Road)
- Ellis Complex
  - o The Technology Dept. Office
  - o Maintenance/Warehouse/Mechanic Shop

Annex Building (Eastern Region)

Nix Ed Center

Food Service Dept

# TECHNOLOGY INVENTORY REQUIREMENTS

## 1. Technology Equipment

- 1.1. For the purpose of this statement of work, technology equipment shall be classified as the following types of technology equipment:

Laptops	Desktop Computers
Chromebooks	Apple TVs
iPads	All-In-One PC's
Network Printers	Tablets
LCD Projectors	Interactive Whiteboards
Flat Screen TVs	Document Cameras
Charging Carts/Stations	Duplicating Machines

- 1.2. Other types of technology equipment items, to include but not limited to the item types listed below, **will not be inventoried** (i.e. will be considered out-of-scope):

Monitors	Projector Screens
Phones	External Media Devices
Two-Way Radios	Document Scanners
Employee owned technology devices	Sharp and Riso Copiers

- 1.3. The District estimates the following counts of technology equipment items that will need to be inventoried.

Technology valued at more than \$1,000	1,000+
Technology valued at less than \$1,000	4,000
Chromebooks	6,000
<b>Total Estimated Devices to Inventory</b>	<b>11,000+</b>

## 2. Inventory Process

- 2.1. District is currently using Google Sheet Tyler Technology IVisions to primarily track assets greater than \$5000 and Follett Destiny Resource Manager for all Technology assets.
- 2.2. Vendor will perform all labor to conduct a comprehensive inventory at District site locations. During the inventory process, all of the following information will be captured for each item.



### 3. Asset Identification Information

- Asset Tag Number (barcode)
- Asset Category
- Manufacturer
- Model
- Serial Number
- Description
- Quantity (if applicable)
- Inventory date
- Site
- Building
- Room
- Employee the Asset is Issued to (When Applicable)

3.1. Asset tagging. Vendor will scan existing OCSD Technology Assets Tags (“tags”) which are affixed to current items.

3.1.1. If item does not contain a tag, or the current tag has been removed, damaged, or is otherwise unreadable, vendor will affix a new tag on the item.

3.1.2. District will supply tags to vendor.

3.1.3. Vendor and District will standardize tag placement locations on items.

3.2. Vendor will remedy any discrepancy reported by District. For the purpose of this project, a discrepancy is defined as an item incorrectly entered into the Follette Destiny System by vendor staff or items that the District reasonably feels that vendor missed at site locations.

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# CAPITAL ASSETS, FURNITURE, AND EQUIPMENT REQUIREMENTS

## Capital Assets, Furniture, and Equipment Inventory

- 1.1. For the purpose of this statement of work, Capital Assets, Furniture and Equipment shall be classified as (but not limited to) the following types assets:

Cafeteria/Outdoor Tables	Detached Mobile Storage
Vehicles	Maintenance Equipment
Gardening Equipment	Special Education Equipment
Science/STEM Equipment	Art/Woodshop Equipment
Student Desks/Chairs	Teacher Desks/Chairs
Activity Tables	File Cabinets
Bookcases	Musical Instruments/Equipment
Large Kitchen Equipment (ovens, warmers, refrigeration, etc.)	Office Furniture

- 1.2. The District estimates the following counts of Capital Assets, Furniture and Equipment that will need to be inventoried:

Capital Assets	100-200
Furniture & Equipment less than \$500	45,000
Furniture & Equipment more than \$500	4,000
<b>Total Estimated Devices to Inventory</b>	<b>50,000 +/-</b>

## Inventory Process

- 1.3. The District will provide a copy of all assets currently on file to the winning proposal for inventory and reconciliation. District is currently using Google Sheet to primarily track assets greater than \$5000.
- 1.4. Vendor will perform all labor to conduct a comprehensive inventory at District site locations. During the inventory process, all of the following information will be captured for each item.

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## **Asset Identification Information**

- Asset Tag Number (barcode)
- Asset Category
- Manufacturer
- Model
- Serial Number
- Description
- Quantity (if applicable)
- Inventory date
- Site
- Building
- Room

1.5. Asset tagging. Vendor will scan existing OCSD Assets Tags (“tags”) which are affixed to current items.

1.5.1. If item of value over \$500 does not contain a tag, or the current tag has been removed, damaged, or is otherwise unreadable, vendor will affix a new tag on the item.

1.5.2. District will supply tags to vendor.

1.5.3. Vendor and District will standardize tag placement locations on items.

1.5.4. For this portion of the project, District requires vendor to affix tags to door frames for batch inventory of select items such as student desks, chairs, bookcases, file cabinets, etc. or offer another similar option for inventorying large quantities of assets of value less than \$500.

1.6. Vendor will remedy any discrepancy reported by District. For the purpose of this project, a discrepancy is defined as an item incorrectly entered into the asset management system by vendor staff or items that the District reasonably feels that vendor missed at site locations.

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## INVENTORY REQUIREMENTS

The District is seeking to implement an updated solution including, but not limited to, the following features and/or functionality:

### 1. Reconciling Reports

*The District requires each of the following reports:*

- 1.1. Matches Found: Assets have identical tag numbers and serial numbers.
  - 1.2. Additions: Asset found, but asset does not exist in provided spreadsheet.
  - 1.3. Deletions: Asset exists in spreadsheet, but does not physically exist after additional follow-up with site Administrator.
2. Vendor to provide report to the District that details the process used in asset inventory, any unusual findings, and clarifications about the requested worksheets as described above as well as any other information the District may need to update its asset inventory.

### 3. Format submitted must have at minimum, fields for the following:

- Asset Tag Number (barcode)
- Purchase Date
- Asset Category
- Manufacturer
- Model
- Serial Number
- Description
- Life
- Depreciation
  - Current Year
  - YTD
- Book Value
- Quantity (If Applicable)
- Cart (for relationship between notebooks/tablets and charging station carts)
- Inventory Date
- Purchase Order Number
- Invoice Number
- Cost
- Check Number
- Field(s) for Funding Codes
- Site
- Building

**3. Format submitted must have at minimum, fields for the following (continued):**

- Room
- Employee the asset is issued to (When Applicable)
- Disposition (e.g. recycled, stolen, sold, surplus, etc.)

3.1. When submitting for this segment, please indicate the types of reports included in the system. The system must have the ability to filter and produce individualized reports. The District will expect to be able to try out the product in-house to analyze the system features and ease of use. **OTHER REQUIREMENTS**

1. Vendor will be required to inventory items that are currently packaged or boxed.
2. All assets indicated above shall be inventoried using the Inventory Process outlined above.
3. Personal items (i.e. technology items personally owned by District staff) will be flagged accordingly and skipped by the inventory team.
4. The District is requesting proposals to provide separate cost proposals for the following:
  - 4.1. Complete Inventory of Technology and General Fixed Assets
  - 4.2. The Fixed Asset Inventory will need to be completed in the July 29, 2021.
5. Vendor will ensure the following:
  - 5.1. Provision of single project manager (Vendor PM) who will be the primary contact for all services performed under this project, as well as the single contact for scheduling of site inventory visits.
  - 5.2. Classrooms and offices are left as they were after the inventory is conducted.

## **ACCESS TO FACILITIES**

The District will provide the following:

1. Contact information: site representative, addresses and phone numbers.
2. Sitemaps to winning vendor.
3. District will schedule and coordinate vendor team visits for each school site and District facility locations. Inventory services will take place after school hours as scheduled for school sites while school is in session; and during normal business hours for offices and departments where students are not typically present.

## EVALUATION

The District intends to select the proposed services and terms that are most advantageous to OCSD. The District will review proposals submitted by the deadline. After reviewing the proposals, OCSD may choose to interview the top vendors.

- Responses should demonstrate an understanding of our objectives, and our audience.
- Responses should demonstrate experience in previously performed asset inventory services and/or technology management experience and support of this nature, size and scope.
- Responses should include an overview of your implementation process and the approach you would take with this project to complete work within the required time frame.
- Responses must include a proposed project timeline.

Responses should clearly address how it plans to accomplish each element of the proposal, and Requirements outlined within the RFP. This will be key documentation that the District will be using to evaluate the quality of the submission.

*The criteria used to evaluate the proposals will include:*

- RFP Compliance and Responsiveness: A complete response to the RFP that complies with the RFP requirements with a minimum of exceptions.

## VENDOR DEMONSTRATIONS

Vendors may be required to provide a one-hour presentation which consists of the solution that was proposed including a product portfolio, benefits of the proposal and a working demonstration of their work. This presentation might include staff that may or may not be key decision makers in the RFP solution nor employed by the District.

## RFP SCHEDULE

RFP Posting:	April 8, 2021
End of Questions:	April 15, 2021, 8:30 p.m. addendum issue April 21, 2021 by 4:30 pm
Closing:	May 4, 2021, 10:00 a.m.
Bid Opening:	May 4, 2021, 10:00 a.m.
Vendor Demonstration:	<b>To Be Determined - After Bid Closing (If Applicable)</b>
Intent of Award:	May 14, 2021
Contract Start Date:	Between District and Selected Vendor

**RFP 20-035 - APPENDIX A  
REFERENCES  
SCHOOL YEAR 2020-21**

Provide contact information for a minimum of three South Carolina references, preferably in K-12 Education.

Company name and location	
Contact name, position and phone number	
Contact Email	
Completion Timeline (i.e. 90 days)	
How long installed	

Company name and location	
Contact name, position and phone number	
Contact Email	
Completion Timeline (i.e. 90 days)	
How long installed	

Company name and location	
Contact name, position and phone number	
Contact Email	
Completion Timeline (i.e. 90 days)	
How long installed	

## **VENDOR REQUIREMENTS, ADDITIONAL INSTRUCTIONS & INFORMATION TO PROPOSERS**

All submitted proposals must provide at a minimum, all requested information in this RFP. Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements.

Orangeburg County School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.

1. **PROPOSALS:** Each proposal shall be submitted on forms supplied by the DISTRICT. Each proposal shall conform and be responsive to DISTRICT specifications. **Any portion not included, without prior district approval, could be cause of elimination from the RFP process.** Proposer shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form. Any portions of the submitted RFP, which are to be treated by Orangeburg County School District as proprietary and confidential information, must be clearly marked as such.
2. **REFERENCES:** Vendor shall supply a list of all school districts in the state of South Carolina for whom the Vendor is has provided Inventory services during the past five (5) years (2016-21)
3. **CHANGES/CORRECTIONS/ADDENDUMS:** Changes or corrections may be made in the RFP documents after they have been issued and before the due date for receipt of proposals. In such case, a written addendum describing the change or correction will be issued by the District to all Vendors of record. Such addendum shall take precedence of that portion of the documents concerned, and shall become part of the RFP documents. Except in unusual cases, addenda will be issued to reach the Vendors at least three (3) days prior to the established date for receipt of proposals.
4. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written in pencil will not be accepted.
5. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
6. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
7. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The District is not exempt from South Carolina State sales and use taxes. South Carolina sales tax shall be included in the bid response quotations as a separate line item.



8. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of said corporation by duly authorized officer or agent thereof.
9. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
10. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
11. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request for Proposals is closed and, having done so, no bidder will be permitted to re-submit a proposal.
12. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
13. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
14. **ACCEPTANCE OR REJECTION OF PROPOSALS:** OCSD reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
15. **THE CONTRACT:** The proposer to whom the award is made shall be required to enter into a written contract with the District. These RFP specifications and the proposer's submission will be attached to, and become a part of, the final contract documents. The District makes no commitment in or by virtue of this RFP to purchase anything from any supplier. The receipt of any supplier's quotation shall not place the District under any obligation to award the agreement to that supplier.
16. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

17. **SAMPLES:** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
18. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of South Carolina and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
19. **ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the Board of Education.
20. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
21. **DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety. this should move up or a sentence move down.
22. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
  - a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
  - b. The District may cancel the contract or purchase order, entirely or in part.
  - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.

23. **EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
24. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of South Carolina. Venue shall be with the appropriate state or federal court located in Orangeburg County.
25. **CONTACT WITH DISTRICT REPRESENTATIVES:** No business entity, including any agent of such entity, shall directly or indirectly contact any district representative immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.
26. **ARBITRATION:** All claims which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 15-48-10 through 15-48-240, which provisions are incorporated hereby by this reference.
27. **RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

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- 28. BID PROTEST:** Any bid protest by any Bidder must be submitted in writing to the District before 8:05 a.m. of the tenth (10) business day following bid opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
  - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
  - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 8:05 a.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
  - g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
  - h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTE**  
**BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 11-35-20)

\_\_\_\_\_ (Name) , being first duly sworn, deposes and says that they are  
\_\_\_\_\_ (title) of the \_\_\_\_\_ (Name)

the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

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

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

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

**EXECUTION OF OFFER**

**ORANGEBURG COUNTY SCHOOL DISTRICT  
RFP 20-035 - Fixed Asset Inventory**

**Bid Closing Date:** May 4, 2021

**Bid Closing Site:** ORANGEBURG COUNTY SCHOOL DISTRICT Central Office

**To: Procurement Coordinator**

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Bidders, General Conditions, Bid Form, Addenda, if any, and other documents relating thereto, the undersigned bidder having familiarized him/herself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposed and agrees to perform, within the time stipulated everything required in this bid for the amount herein set forth.
- 2) This bid shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3) Bidder shall complete and sign the provided Non-collusion Affidavit and include it with bid response.

**Name of Firm**

**Address**

\_\_\_\_\_ (name), the \_\_\_\_\_ (title),

of the bidder, hereby certify under penalty of perjury in accordance with the laws of the State of South Carolina, that all the information submitted by the bidder in connection with RFP 20-035 - OCSD Fixed Asset Inventory, and all the representations herein made, are true and correct.

Executed this \_\_\_\_\_ day of, 20 21 at \_\_\_\_\_ (county).

**Signature** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Email address** \_\_\_\_\_

**END OF BID FORM, TERMS AND CONDITIONS**