

	School District of Pickens County	Solicitation Number: 126-2-10-20 Date Issued: 09/16/2026 Procurement Director: Julie Hunter Phone: (864) 397-1035 E-Mail Address: procurement@pickens.k12.sc.us
	Request for Proposal	
DESCRIPTION: Network Licensing and Services E-Rate Category Two		
<i>The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on the package exterior.</i>		
SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS IN A SEALED PACKAGE:		
PHYSICAL & MAILING ADDRESS: The School District of Pickens County Attn: Julie Hunter RFP 126-2-10-20 Network Licensing and Services - E-Rate Category Two FY2027 1348 Griffin Mill Road Easley, SC 29640		

SUBMIT OFFER BY: Tuesday, October 20, 2026, by 2:00 PM to the address above.

QUESTIONS MUST BE RECEIVED BY: Tuesday, September 29, 2026, before 12:00 pm EST. All questions should be emailed to Julie Hunter at procurement@pickens.k12.sc.us.

NUMBER OF COPIES TO BE SUBMITTED: One (1) marked "Original", five (5) marked "Copy" and one (1) electronic flash drive with the "Original" and the "Redacted Copy"

AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.pickens.k12.sc.us/page/solicitation-and-awards	
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 thirty (30) calendar days after the opening date.		
NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	
TITLE (business title of person signing above)		
PRINTED NAME (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)
OFFEROR'S TYPE OF ENTITY: (Check one) ___ Sole Proprietorship ___ Partnership ___ Other _____ ___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)		

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) ----- Area Code - Number - Extension Facsimile ----- E-mail Address
--	--

PAYMENT ADDRESS (Address to which payments will be sent.) ____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) ____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)
--	--

ACKNOWLEDGMENT OF AMENDMENTS/ADDENDA							
Offerors acknowledges receipt of amendments/addenda by indicating amendment number and its date of issue.							
Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8
Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:
Initial:	Initial:	Initial:	Initial:	Initial:	Initial:	Initial:	Initial:

MINORITY PARTICIPATION	
Are you a South Carolina Certified Minority Vendor? Yes _____ No _____	
If yes, South Carolina Certification # _____	
I/We the Undersigned under penalties of Perjury Certify: 1. COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN. 2. RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE SCHOOL DISTRICT OF PICKENS COUNTY PROCUREMENT CODE. 3. COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310(A) 2(3). 4. SUBMISSION OF A RESPONSE TO THIS BID/PROPOSAL DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS. 5. COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44-107-10 ET SEQ, S.C. CODE ANN, (1976). (Applicable to awards in excess of \$50,000.00). 6. TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS PROPOSAL NUMBER. 7. IRAN DIVESTMENT ACT: BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, THAT TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT EACH BIDDER IS NOT ON THE LIST CREATED PURSUANT TO SECTION 11-57-310. 8. SECTION 11-35-3020(2) (b) (I) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED PROVIDES: ANY BIDDER IN RESPONSE TO AN INVITATION FOR BIDS SHALL SET FORTH IN HIS BID THE NAME OF EACH SUBCONTRACTOR SO IDENTIFIED IN THE INVITATION FOR BIDS. IF THE BIDDER DETERMINES TO USE HIS OWN EMPLOYEES TO PERFORM ANY PORTION OF THE WORK FOR WHICH HE WOULD OTHERWISE BE REQUIRED TO LIST A SUBCONTRACTOR AND IF THE BIDDER IS QUALIFIED TO PERFORM SUCH WORK UNDER THE TERMS OF THE INVITATION FOR BIDS, THE BIDDER SHALL LIST HIMSELF IN THE APPROPRIATE PLACE IN HIS BID AND NOT SUBCONTRACT ANY OF THAT WORK EXCEPT WITH THE APPROVAL OF THE USING AGENCY FOR GOOD CAUSE SHOWN.	
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	PRINTED NAME (Printed name of person signing above)
TITLE	Date Signed

*******BID MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID*******

TABLE OF CONTENTS

RFP 126-2-10-20

Network Licensing and Services - E-Rate Category Two FY2027

	<i>Pages</i>
<i>Signature Pages.....</i>	<i>1</i>
<i>Table of Contents.....</i>	<i>3</i>
<i>Introduction</i>	<i>4</i>
<i>Instructions to Offerors... ..</i>	<i>5</i>
<i>Scope of Work/Specifications</i>	<i>7</i>
<i>Terms of Contract/Option to Renew.....</i>	<i>11</i>
<i>Award Criteria</i>	<i>12</i>
<i>Evaluation Criteria</i>	<i>14</i>
<i>General Provisions</i>	<i>16</i>
<i>General Terms & Conditions</i>	<i>23</i>
<i>Notification</i>	<i>37</i>
<i>Attachments</i>	<i>38</i>
<i>Offeror's Checklist</i>	<i>46</i>

I. INTRODUCTION

The School District of Pickens County is a political subdivision and body politic of the State of South Carolina, encompassing a land area of 501 square miles. The District currently consists of fourteen (14) elementary schools, five (5) middle schools, four (4) high schools, one (1) career center, and one (1) new innovation center along with other eligible school related facilities throughout Pickens County. Additional basic information about the District is available at: www.pickens.k12.sc.us.

The District requests proposals for a network services solution to include licenses and subscription services for the District's existing Cisco Meraki network switches and wireless access points. The District intends to obtain competitive, transparent, and comparable pricing for the following licensing structures:

- Cisco Meraki Co-Termination Licensing for one-year, three-year, and five-year terms
- Cisco Meraki Subscription Licensing with fixed expiration dates for one-year, three-year, and five-year evaluated terms, where available
- Cisco Meraki Enterprise Agreement licensing for one-year, three-year, and five-year evaluated terms, where available

A contract will be awarded in accordance with the instructions, terms and conditions, and requirements/specifications contained herein based on the most cost effective and efficient solution.

The District may select one licensing structure and one term. It is not obligated to purchase every alternative. The award and any order are contingent on the District's written Notice to Proceed, available appropriations, applicable procurement approvals, and when invoked by the District, E-Rate funding.

This solicitation is for commercially available licences, manufacturer support included with those licenses. Incidental remote activation, license provisioning, migration, and initial configuration services directly necessary to establish the licensed entitlement may be proposed and must be separately itemized. The District is not requesting ongoing network monitoring, management, help-desk staffing, or managed internal broadband services under the solicitation.

References to Cisco Meraki identify the District's installed equipment and the licenses required to operate that equipment. An equivalent may be proposed only if it provides complete licensing and support for every identified existing devices without hardware replacement, loss of functionality, additional unpriced products, operational disruption, or additional cost to the district. The Offerer must document equivalency and every associated cost. The District may reject an asserted equivalent that does not satisfy these conditions.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

1. Questions from Offerors:

a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**

b) The SDPC seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

The deadline for receiving questions regarding the RFP is **Tuesday, September 29, 2026**, by 12:00 pm est. Questions should be submitted via email to Julie Hunter at procurement@pickens.k12.sc.us

2. Interested vendors are asked to submit one (1) original and five (5) copies of their Technical and Costs Proposals (in separate sealed envelopes) and one (1) electronic copy (USB Drive) to the Coordinator of Procurement for the District, as noted on the cover page of this RFP. Include pages 1-2 of the RFP, Attachments A - C, Technical Proposal, **Costs Proposal in a separate sealed envelope** and all information requested in this proposal. Note: Submit a copy of your insurance coverage.
3. Proposals shall be submitted no later than the stated date and time as indicated in the Request for Proposals to the place and in the manner as described and, on the date, indicated by the Request for Proposals. Proposals received after the date/time specified will be considered late proposals and **shall not** be considered.

Proposals Due: October 20, 2026 by 2:00 pm

4. After receipt of the responses, the prospective offerors will be ranked from the most qualified to the least qualified on the basis of the information provided.
5. Do **not** include any sales or use taxes in the price that the District may be required to pay.
6. **All bids must be in a sealed envelope and have clearly marked on the envelope:**

Name of Firm

Address

RFP 126-2-10-20 Network Licensing and Services - E-Rate Category Two FY2027

B. RFP TIMELINE

MILESTONE	DATE
Issue Date	Wednesday, September 16, 2026
Questions Due By	Tuesday, September 29, 2026, at 12:00 pm EST
Proposal Response Deadline	Tuesday, October 20, 2026, at 2:00 pm EST
Estimated Evaluation Award	Est. October 27, 2026, or before.

It is the responsibility of the vendor to check the District website for any addenda that may be issued relating to the RFP at the following link: <https://www.pickens.k12.sc.us/page/solicitation-and-awards>

The proposal deadline must be no earlier than the allowable contract date established by the associated FY2027 FCC Form 470. If an inconsistency arises, the District will amend the solicitation to preserve the required E-Rate competitive bidding period.

C. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** 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 goods and services meet the requirements of this RFP.

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION: In addition to the information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation tabbed and indexed in the following sequence:

1. **Proposed Solution:** The proposal should include the following information.

- Pages 1 & 2 of this Request for Proposal
- Company Background and Capability Statement including:
 - Name of Primary contact including phone number and email address
 - Office Location and Address
 - Business Philosophy and Mission Statement

- Disclosure of any litigation, judgements, and/or bankruptcy proceedings within the last five years including the current status and/or disposition
- Qualification and Experience
 - Current SPIN/498 ID and Evidence of current Service Provider Annual Certification
 - Certification that Offerer is not on FCC Red Light Status
 - Listing of Additional Qualifications and Related Experience
- Proposed Scope of Work
 - Include proposed licensing model, term, and manufacturer SKUs for all options
 - Include billing options, migration approach, and support entitlement
 - Explanation of any exceptions, assumptions, equivalents, or dependencies
- Attachments
 - Three References using Attachment A
 - Completed Signatures on Attachment B
 - Cost Proposals - sealed separately and completed using Attachment C

2. Past Performance: Include a minimum of three references (Attachment A) from projects of similar scope and magnitude. Please provide current contact information including the Name of the project coordinator, telephone number, and valid email address. These clients may be contacted for reference at the District's discretion. The District reserves the right to call and validate any vendor supplied or not supplied information. Where possible, the District will seek to obtain factual information acquired through the vendor's point-of-contact information or will seek through other business means additional contact information to validate requested information. The District reserves the right to contact support groups and references whether provided by the vendor or obtained otherwise.

3. Cost Proposal: Pricing on necessary software and software license renewals/upgrades, setup and installation, technical support/maintenance, training, or any other costs associated with the purchase, installation, and performance of the proposed solution. It is the Proposer's responsibility to specify all costs, including but not limited to: materials, labor, project management, shipping travel, etc. Proposer is responsible for any calculations, formula, cross-references, extended prices, verifications, etc. Cost must be firm-fixed price and must be in United States Dollars. Please provide as much information as possible to define the total potential costs for your solution.

The Cost Proposal is to be submitted in a separate sealed envelope with the proposal response.

III. SCOPE OF WORK/SPECIFICATIONS

This RFP requests proposals for a network services solution to include licenses and subscription services for the District's existing Meraki network switches and wireless access points. The District is requesting proposals that include multiple options, covering different term lengths (1-year, 3-year, and 5-year) for Co-Termination Licensing as outlined in the Scope of Services within. In addition, using the same quantities, the District request pricing solutions and options for:

- Meraki's Subscription Model (fixed expiration dates)
- Meraki's Enterprise Agreement (EA) Licensing

A. Network Device Inventory

Quantities below reflect equipment that is currently in the District’s Meraki dashboard and flexibility for growth over time. The Base Evaluated Quantity will be used to compare proposals. Additional quantities may be ordered at the awarded unit price, subject to the stated maximum, available funding, E-Rate eligibility, and procurement authority.

SDPC Network Equipment for Meraki Licensing			
Device Family	Reference SKU	Base Evaluated Quantity	Max. Additional Quantity
MR Wireless Access Points	LIC-ENT-[TERM]	1700	200
MS120-8FP Switches	LIC-MS120-8FP-[TERM]	14	5
MS225-24P Switches	LIC-MS225-24P-[TERM]	53	10
MS225-48FP Switches	LIC-MS225-48FP- [TERM]	375	40
MS250-24P Switches	LIC-MS250-24P-[TERM]	4	2
MS250-48P Switches	LIC-MS250-48FP-[TERM]	2	2

B. Required Proposal Details

- Provide the manufacturer’s current, orderable SKU for each license and term.
- State whether the charge is prepaid once or invoiced annually.
- State the exact license commencement and expiration dates and any co-termination calculation.
- Explain how existing remaining license value will be preserved during the migration.
- Describe true-up, growth, device addition/removal, and renewal provisions.
- Identify minimum commitments, cancellation charges, auto-renewal terms, and price-adjustment provisions.
- Describe included manufacturer support and remote technical assistance.
- Separately price all optional, incidental, or ineligible products and services.
- Confirm that no license will activate or be claimed as delivered before the District’s written Notice to Proceed.

Delivery means successful provisioning of the licences to the District’s designated Meraki organization, preservation of existing license value, confirmation of covered devices, and delivery of an entitlement record showing SKU, quantity, start date, expiration date, and support status.

Offerors should price every available alternative using Attachment C. Enter “No Bid” for an unavailable option. The District will evaluate and complete model/term alternatives separately and may select the alternative that produces the highest total score and best use of available Category Two budget.

C. E-Rate Requirements and Required Notice to Proceed

The District intends to seek E-Rate Category Two support for eligible portions of the selected solution for Funding Year 2027. The procurement and resulting contract are subject to FCC rules, the FY2027 Eligible Services List, USAC procedures, and the associated FCC Form 470.

Service-Provider Qualifications:

- Maintain a valid SPIN/498 ID and current Service Provider Annual Certification
- Remain in good standing with USAC and not subject to FCC Red Light restrictions at award, delivery, or invoicing
- Comply with applicable FCC and USAC document-retention, audit, invoicing, gift and competitive-bidding requirements
- Cooperate with reasonable PIA, audit, invoicing and service-substitution inquiries.
- Notify the District promptly of any status change that could affect E-Rate funding or payment.

The Offeror must separately identify eligible and ineligible charges and provide a reasonable, documented cost allocation for mixed-use products or features. Vendor statements do not bind USAC. Final eligibility is determined under the applicable FCC rules and Eligible Services List. The District may remove or separately purchase ineligible elements.

For each multi-year alternative, the Offeror must state when the cost is legally incurred and invoiced. The District may request E-Rate support in accordance with the FY2027 Eligible Services List and then-current FCC/USAC guidance. No representation in this RFP guarantees that USAC will fund the entire multi-year charge in one funding year.

An award, executed contract, or Funding Commitment Decision Letter does not constitute authorization to provision licenses. The successful Offeror must receive a separate written Notice to Proceed from the District. The District may reduce quantities, select a shorter term, delay implementation, or cancel all or part of the award if funding, budget, approval, or operational conditions warrant.

Final authorization by SDPC for the purchase of any or all goods and/or services, hereafter described in this document, MAY be contingent upon the award of funding (a Funding Commitment Decision Letter) from the Schools and Libraries Division of USAC for the 2027 E-Rate Funding Year. SDPC may, at its discretion, choose to cancel its offer for the purchase of any and all goods and/or services requested in this RFP if E-Rate funding is not approved by USAC, there is a reduction in funding, or for any other reason.

SDPC shall pay only the invoice amounts, not otherwise disputed by SDPC, allocated on the invoice for payment directly by SDPC. By submitting a proposal, the selected Proposer understands, acknowledges and agrees that SDPC will not pay any invoice amounts identified and allocated for payment through E-Rate. **The selected Proposer shall be responsible to prepare and file with the FCC a Form 474 (SPI Form) to request payment of those invoice amounts allocated for payment through the E-rate program. The selected Proposer will be paid for the E-rate eligible goods and/or services through**

the E-rate program only after a Funding Commitment Decision Letter has been issued through the E-rate program.

E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

The contractor must retain procurement, ordering, licensing, delivery, acceptance, invoicing, payment, cost-allocation, and other E-Rate compliance records for at least ten (10) years after the last date of service or such longer period as applicable law or FCC rules require.

D. Cost Proposals

Cost Proposal Forms are included as Attachment C for completion.

IV. TERM OF CONTRACT/OPTION TO RENEW:

TERM OF CONTRACT: The initial contract term will correspond to the one-year, three-year, or five-year licensing term selected by the District and will begin on the effective date stated in the final contract or purchase order. Any extension must be expressly included in the evaluated proposal, permitted by procurement and E-Rate rules, mutually agreed in writing, and supported by available appropriations.

Prices for each proposed alternative must remain firm for ninety days after the proposal deadline. Upon award, the unit prices and total price for the selected term must remain firm for the entire awarded term. No escalation, adjustment, surcharge, renewal increase, or additional fee will apply unless it was expressly identified in Attachment C, evaluated by the District, and incorporated into the written award. An unidentified price adjustment will not be enforceable. For a prepaid three- or five-year licence, there should be no escalation after purchase.

Offerors must not include taxes the District is not legally required to pay. Any applicable tax must be separately identified and will not be treated as E-Rate eligible unless permitted.

The District intends to use the Service Provider Invoice (SPI) method unless it directs otherwise in writing. After delivery and acceptance, issuance of the applicable funding commitment, certification of the FCC Form 486, and satisfaction of all E-Rate invoicing requirements, the service provider shall timely submit FCC Form 474 to USAC. The District will pay its undiscounted share and properly identified ineligible charges. The provider must apply discounts accurately, provide invoice detail supporting each FRN line item, and comply with invoice deadlines. The District may change the invoicing method if administratively necessary.

Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party as follows: notification by the successful firm shall be given to the District no less than ninety (90) calendar days prior to the contract renewal date, and, should the District elect not to renew the contract, a minimum thirty (30) days notice shall be provided to the contracted firm. The District's right to terminate the contract during the contract period will be governed by Item 18 of the General Terms and Conditions. In the event funds are not available for any succeeding fiscal period, the remainder of such contract shall be cancelled. (11-35-2030.2.1) (SC Reg. § 19-445.2135(A))

V. AWARD CRITERIA:

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District.

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

The District shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's judgment relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Coordinator of Procurement shall award proposals in accordance with the District's Procurement Code.

The proposal shall be inclusive of all costs that the bidder expects the District to pay. The bidder's prices shall include all materials, shipping, handling, and other costs required to provide and deliver the service. All shipping and delivery costs shall be incorporated into the bid pricing, and shall be freight prepaid and allowed, F.O.B. Destination. The District will include South Carolina Sales Tax and County local tax (if applicable) in individual purchase orders as applicable.

All proposals will be reviewed for purposes of determining responsiveness and proposer responsibility. Any proposal that does not meet the essential requirements of the RFP and the District will be deemed non-responsive. To determine responsibility, all information provided by the proposer concerning its capability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed.

The submission of a proposal for review does not necessarily qualify the proposer as responsible or the proposal as being responsive. Failure to provide specific information as requested, for use in the evaluation, will cause the proposal to be deemed non-responsive which will disqualify the proposal from further review.

The evaluation team may request written or oral clarifications of any proposal received. However, the District may, at its sole discretion, refuse to accept in full or in part the response to a clarification request given by any vendor. Vendors are cautioned that the evaluators are not required to request clarification; therefore, all offers should be complete and reflect the most favorable terms. The District reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the District.

The District may conduct discussions with responsible proposers who submit proposals for the purpose of clarification to assure full understanding of the requirements of the RFP and for the clarification of any proposal.

The District is not required to conduct discussions or negotiations with any proposer and reserves the exclusive right to determine if and when firms shall be involved in any discussion or demonstration.

NOTE: The District may or may not hold discussions for purposes of clarification or engage in negotiations with a proposer. Proposers should not expect to have the opportunity to provide a demonstration, have discussions with the District or engage in negotiations solely due to the fact that they submitted a proposal. Proposals shall be complete and contain the proposer's best and final offer.

This solicitation does not commit or in any way obligate the District to award a contract, to pay any costs incurred in the preparation of the proposal or to issue an award.

The District reserves the right to accept or reject, in part or in entirety, any or all proposals and to cancel in part or in entirety, this solicitation if it is in the best interest of the District. The District reserves the right to waive any informalities or technicalities in the solicitation or proposals in order to serve the best interest of the District.

Prices submitted shall be inclusive of all costs that the proposer expects the District to pay. The prices proposed shall include all materials, labor, equipment, tools, taxes and consumables, etc. required to provide all aspects of the project, as stated in the Costs Proposal requirements. The District shall not honor hidden or undisclosed costs.

VI. EVALUATION CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability 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.

Evaluation Factors: Offers will be evaluated using the factors stated below. Evaluation factors are stated in relative order of importance, with the first factor being the most important. Once evaluations are complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. Selection will be based upon the following criteria in order of importance. The proposer shall fully and in detail respond to each factor below. The evaluation factors are assigned points that will be multiplied by percentages indicating the quality of the response to each factor. The highest-scoring responsive proposal and responsible proposer may be awarded the contract if all other terms and conditions are acceptable to the District and if in the District's best interest.

The following criteria will be used in the evaluation process:

- (a) Price (Cost Proposal)
- (b) Qualification & Experience (including past relationship with District)
- (c) Extent to which the Goods or Services Meet the District's needs
- (d) Past Performance (References)

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

Note: Each licensing model and term will constitute a separate evaluated alternative. For example, all co-termination proposals will be compared against one another and all EA proposals will be compared against each other. Within each alternative, the responsive proposal with the lowest pre-discount price for E-Rate eligible products and services will receive 40 points. Other responsive proposals for that same proposal type will receive: (Lowest eligible price for the alternative / Offeror's eligible price for the alternative) x 40.

CRITERION	POINT VALUE	PERCENTAGE GRADE	SCORE
Price (Cost Proposal) • Offer a fair, reasonable price for items/services to be procured. ◦ E-rate eligible ◦ Eligible for reimbursement through Schools & Libraries Program	40		
Qualifications & Experience (past relationship with District) • Vendor's knowledge and experience with the solution • Vendor's knowledge and experience with SDPC or similar size and scope • Probability of continued availability	20		
Extent to which the Goods or Services meet the District's needs • Goods/Services proposed meet the district's needs. • Soundness of Proposer's approach • Demonstrated ability to minimize cost to the district	20		
Past Performance (References) • Reputable with other K-12 School Districts, Government, or Collegiate entities • Demonstrates high levels of customer service and high quality goods/services	20		
GRAND TOTAL SCORE (Possible 100)	100		

PERCENTAGE GRADES	
GRADE	DESCRIPTION
0%	Unsatisfactory: Does not satisfy the requirements of the criterion in any manner.
20%	Very Poor: Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
40%	Poor: Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas that are not critical.
60%	Average: Adequately meets most of the requirements of the criterion. May be lacking in some areas that are not critical.
80%	Good: Exceeds the requirements of the criterion but in a manner in which is not particularly beneficial to the District's needs.
90%	Very Good: Exceeds the requirements of the criterion in ways that are beneficial to the District's needs.
100%	Excellent: Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.

VII. GENERAL PROVISIONS

1. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the bid/proposal or to procure any goods or services.
2. The School District of Pickens County's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
3. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service (USPS), electronic transmission, facsimile, or any other method. The District shall not accept responsibility for unidentified proposals. Proposals must be hand delivered or sent by mail. Electronic transmission and facsimile will not be received.
4. **Packaging & Delivery:** All Shipments shall be FOB to the District locations specified in the purchase order. 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.

All proposals should comply with the requirements and specifications as set forth by The School District of Pickens County, including shipping costs. Shipping must be FOB destination freight prepaid. Please include all shipping/delivery charges in your base bid and unit item price (*if applicable*).

5. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such a Proposal shall immediately inform the Coordinator of Procurement, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
6. **Addenda:** Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. It will be emailed to each selected proposer who received a RFP. ***At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, addendums will be emailed to each proposer. Any addenda issued by the District shall become a formal part of this RFP 126-2-10-20***

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP. No addenda shall be issued later than two (2) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The Coordinator of Procurement or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All amendments shall be printed online at www.pickens.k12.sc.us departments; procurement; solicitations & awards.

7. **Bid/Proposal as Offer to Contract:** By submitting your Bid/Proposal, 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 bids are not allowed.

8. **Affirmative Action:** The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
9. **Ambiguous Bids/Proposals:** Proposals which are uncertain as to terms, delivery, quantity, or compliance w/ requirements and/or specifications may be rejected or otherwise disregarded.
10. **Approval of Publicity Releases:** Contractor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor 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.
11. **Authorization and Acceptance:** The bid/proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this Request for Proposal (RFP). The bid/proposal must contain a statement to the effect that your bid/proposal is firm for a period of ninety (90) calendar days from the bid/proposal due date or longer if so required by the District.
12. **Awarding Policy:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The District shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.
13. **Bid/Proposal Constitutes Offer:** By submitting a bid/proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any bid/proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such bid/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.
14. **Bid/Proposal 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.

15. **Bidder's Qualification:** No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable.
16. **Contractor Responsibility:** The Contractor alone will be held solely responsible to the District for performance of all obligations under any contract resulting from their proposal.
17. **Contract Documents:** This RFP is the contract between the District and the awarded bidder(s)/proposer(s). The District shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Bidders should submit with their bid any other document(s) that the bidder wishes the District to review. Submittal of such document(s) does not constitute an acceptance by the District of any term(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the District, or are not in the best interest of the District, shall be determined to be non-responsive and unacceptable. The rights and authority of such determination is reserved solely by the staff of the District's Procurement Department. The District's RFP supersedes any respondent's proposed document(s).
18. **Termination:** Subject to the provisions below, the contract may be terminated by the Coordinator of Procurement, providing a thirty (30) day advance notice in writing is given 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 District without the required thirty (30) day advance notice, then the District shall negotiate reasonable termination costs, if applicable. This does not apply in the case of non-appropriation.
 - b. **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in the Proposal shall apply.
19. **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 School District of Pickens County 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.
20. **Correction of Errors in the Bid/Proposal:** 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.

21. **District Closings:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Central Services Office of the District 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 normal 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. Useful information may be available at www.pickens.k12.sc.us.
22. **District 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.
23. **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.
24. **Explanation to Prospective Proposers:**
- a. 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. **DEADLINE FOR SUBMISSION OF QUESTIONS: TUESDAY, September 29, 2026 BY 12:00 P.M., EST. Questions should be submitted via email to: procurement@pickens.k12.sc.us.** *Note:* No other District personnel of the District shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.
- Any response to the respondent's request for interpretation of documents will be made by addendum if the Procurement Department believes the interpretation is not clear in the bid/proposal document. The District will not be responsible for any other explanation or interpretations.
- b. Oral explanation or instructions given before award of the contract shall not be binding.
 - c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

25. **Examination of Records:** The School District of Pickens County 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. The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the School District of Pickens County, 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).
26. **Licenses and Permits:** During the term of the contract, the Contractor 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 contract.
27. **Materials Required:** 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.
28. **Patents:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
29. **Offeror/Proposer 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 RFP. 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 RFP or contract.
30. **Posting of Award:** The Notice of Award or Intent to Award will be posted in the District's Central Services office located at 1348 Griffin Mill Road, Easley, SC 29640, and online at www.pickens.k12.sc.us .
31. **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).
32. **Proposer's Qualifications:** Bids/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.

33. **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 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.
34. **Responses:** All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendors must be able to meet or exceed any and all requirements.
35. **Service Data Manuals:** 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.
36. **Procurement Card Purchasing:** The District has the capability to pay vendor invoices with a Procurement Card (P-Card). The District reserves the right to pay invoices by use of the District P-Card. Failure by a vendor to provide P-Card processing shall not be grounds for rejection or contract controversy.
37. **Student Safety:** Contractor shall ensure that its employees, who have been charged with, are under investigation for, or convicted of, any crime related to children or any vendor's employee(s) charged with, are under investigation for, or convicted as a sex offender, shall not be allowed on District property at any time. Failure on the part of the contractor to enforce and abide by this policy shall result in the immediate termination of any existing contract(s). Contractor's, subcontractor's and supplier's employees shall not interact with students at any time.
38. **Bid Acceptance Period:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.
39. **Unlawful Acts:** The District interprets a signed bid/proposal 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.
40. **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 Coordinator of Procurement 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 ninety (90) 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.

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

- Name of business.
- Contract number or other authorization for delivery of service or property.
- SDPC Purchase Order Number.
- Complete description of work, including facility/facilities location.
- Payment terms.
- Name of employee performing maintenance.
- Title, telephone number, and complete mailing address of responsible official to whom payment is to be sent.
- Other substantiating documentation of information as required by the contract.

VIII. GENERAL TERMS & CONDITIONS

IRAN DIVESTMENT ACT - CERTIFICATION: (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE:

AMENDMENT means a document issued to supplement the original solicitation document. BOARD means the School District of Pickens County Board or its successor in interest. BUYER means the Procurement Officer. BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)] CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)] CONTRACT- see clause Term of Contract. CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract titled "Changes," if included herein authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)] CONTRACTOR means the Offeror receiving an award as a result of this solicitation. COVER PAGES means the top three pages of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page. OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer. OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract. OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract. PAGE TWO means the second page of the original solicitation, which is labeled Page Two. PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice. YOU and YOUR means Offeror. SOLICITATION means this document, including all its parts, attachments, and any Amendments. DISTRICT means the School District of Pickens County on the Cover Page. SUBCONTRACTOR means any person having you contract with to perform or provide any part of the work. WORK means all labor, materials, equipment and, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.pickens.k12.sc.us (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All amendments to and interpretations of this solicitation shall be in writing. The District shall not be legally bound by any amendment or interpretation that is not in writing. No addenda shall be issued later than two (2) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The Coordinator of Procurement shall not be legally bound by any amendment or interpretation that is not in writing.

AWARD NOTIFICATION Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars (\$100,000.00) or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, you are offering to enter into a contract with the School District of Pickens County. 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 on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified in the RFP, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: Giving false, misleading, or incomplete information on this certification may render you subject to prosecution under Section 16-9-10 of the South Carolina Code of Laws and other applicable laws. (a) By submitting an offer, the offeror certifies that- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to

induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a) (2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) 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
 - (C) 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 (a)(1)(i)(B) of this provision.
- (ii) 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.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the

Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE: The School District of Pickens County Consolidate Procurement Code is available at: <https://www.pickens.k12.sc.us/page/procurement> .The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> (.) The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> (.)

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE

ADVANTAGE: You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or his designee has declared that the time set for opening has arrived, shall be rejected. Time set for opening is found on page one of RFP.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, and Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or

conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

NON-APPROPRIATIONS: Any contract entered into by the School District of Pickens County resulting from this Request for Proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

ORAL PRESENTATIONS: Offerors may be requested to make oral presentations of their proposals to the District. Such presentations provide an opportunity for the Offerors to clarify their proposals and to ensure a thorough understanding. Offerors will be contacted if an oral presentation needs to be scheduled.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a Purchase Order from the District.

ETHICS CERTIFICATE: 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 procurement officer at the same time the law requires the statement to be filed.

INSTALLATION: Where equipment is called for to be installed under this Proposal, 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.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay.

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days (15) of the date of issuance of the applicable solicitation document at issue. 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 days (10) of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Procurement Officer within the time provided. Any protest must be addressed to the Coordinator of Procurement, Procurement Office, and submitted in writing to:
Julie Hunter, Coordinator of Procurement, 1348 Griffin Mill Road, Easley, SC 29640.

NOTE: *If this Proposal resulted from a Request for Qualifications then a bidder(s) cannot protest under Section 1530.4 -1530.9 of the Procurement Code.*

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communication must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a district with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the district during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the Cover Page.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,

UTILITIES, AND IMPROVEMENTS: *(if applicable)*

a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, 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 are 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.

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.

ASSIGNMENT: No Contract may be assigned, sublet, or transferred without a written consent of the Coordinator of Procurement.

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 submit a proposal 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.

DOCUMENTATION: All requested documentation shall be completed and submitted along with Proposal.

LIQUIDATED DAMAGES: *(if applicable)* Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Coordinator of Procurement, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day minimum and/or in accordance with the District Procurement Code.

S. C. 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.

DEFAULT: In the event the successful contractor defaults on any part, or, all, of his Proposal, the School District of Pickens County 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.

PRICE ADJUSTMENTS: Any price increases in fees shall not exceed the previous year's increase in the Consumer Price Index for Urban Consumers. Any proposed price increases must be approved in writing by the Coordinator of Procurement at least sixty (60) days prior to the automatic extension (price increase will only become effective if agreed to in writing by the District's Coordinator of Procurement).

RESPONSIVENESS/IMPROPER OFFERS: (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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. (f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation, S.C. Code Ann. Reg. 19-445.2077(D).

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through

(d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION:

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED".

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL

BUSINESSES: Pursuant to Section 12-6-3350, a taxpayer having a contract with this District who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four (4%) percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars (\$50,000.00) annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in

which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

BID BOND: (NOT APPLICABLE) Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the School District of Pickens County.

PERFORMANCE BOND: (NOT APPLICABLE) The successful Proposer shall furnish within ten (10) calendar days, after written notice is issued indicating proposal acceptance, a performance bond. Contractor shall provide and bear the burden of the cost of the performance bond. The bond shall represent one hundred percent (100%) of the total proposal sum. The bond shall be issued by a Surety Company licensed in the State of South Carolina, with an "A" minimum rating of performance as listed in the current publication of "Best's Key Rating Guide, Property Liability", which shall indicate a financial strength rating of at least five (5) times the total proposal sum. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the proposal bond.

CLARIFICATION: Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

TIME OF COMPLETION: Date of delivery shall be a consideration factor in the awarding process. 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.

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.

OPENING PROPOSALS – PRICES-- INFORMATION NOT DIVULGED: . In competitive sealed proposals, neither the number nor identity of offerors, nor prices will not be divulged at opening.

STATEMENT OF COMPLIANCE AND ASSURANCES: By submitting a Proposal, 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.

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.

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.

SUBMISSION OF DATA/INFORMATION FOR OFFERORS TO SUBMIT: Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (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. 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 the School District of Pickens County.

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.

You shall include Page One, Page Two, and signed Page Three. Your offer should include all other information and documents requested in this RFP. Signature Pages; I. Introduction; II. Instructions to Offerors; III. Scope of Work/Specifications; V. Bidding Schedule/Business Proposal; IX Information for Offeror; and X. Attachments to Solicitation. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. The successful supplier shall have adequate insurance coverage to protect interests of the supplier as well as the District including workers' compensation coverage for employees of the supplier. Each supplier responding to this RFP must submit a copy of their certificate of insurance with their statement of qualifications. The successful supplier will resubmit annually or as needed, to show continuous coverage.

Supplier shall be licensed and permitted to perform all work included in this RFP, including any special licenses. Copies of all licenses and permits must be submitted with the statement of qualifications. If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone number, taxpayer identification number, and point of contact. In determining your responsibility, the District may evaluate your proposed subcontractors. Describe how your organization is properly licensed, bonded, and/or insured (both fidelity insurance and errors and omissions insurance). Coverage documentation must be submitted upon request.

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

Upon request and/or prior to the commencement of work hereunder, potential proposers 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 fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor. **The insurance coverage listed below must be procured by the vendor(s) at their own expense and a copy must be submitted to The School District of Pickens County; Attn: Julie Hunter.**

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000 Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000 Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the

contractor's general liability insurance policy that (i) names the District as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

OWNERSHIP OF DATA & MATERIALS: All data, information, material and documentation either prepared by Contractor for the District or provided by the District pursuant to this solicitation shall belong exclusively to the District.

PRIVACY – WEB SERVICES: The offeror agrees that any information acquired by about individuals or businesses which are available to the offeror as a result of the performance of this solicitation award/contract shall not be retained beyond the end of the term of the contracted project without the express written consent of the District. Such information shall not be sold, traded, or released in any form to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, the contractor shall provide written confirmation of compliance with this clause.

PROPRIETARY SOFTWARE: *(when applicable)*

Definition: Proprietary software is defined as data programs, non-custom written, non-made for hire software supplied by the contractor on a magnetic tape, disk, semiconductor device or other memory device; or system memory including hard wired logic instructions, microcode and documentation used to describe, maintain and use the programs.

License: The District is hereby granted a non-exclusive, fully paid perpetual license to use the contractor's proprietary software associated with the materials and/or hardware acquired, but only in conjunction with the material, equipment and/or service purchased pursuant to this Agreement.

Title: Title to any proprietary software, provided by the contractor to the District will remain with the contractor.

Trade Secrets: The District agrees that proprietary software is a trade secret of the contractor. The District agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the District for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the

District without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

Source Code: In the event the contractor, at any point during the continued installation and operation of the equipment herein acquired, discontinues the conduct of business, or for any reason fails to continue to support the proprietary software; the District will be provided a copy of the source code for said proprietary software, at no expense to the District.

Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the District shall be provided a copy of the source code for said software within thirty (30) days at no expense to the District.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media. The proprietary source code shall be deposited into the escrow account within fifteen (15) calendar days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. The contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. The contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the District may not sell, assign lease, or otherwise provide said source code(s) to any other person, firm or entity, regardless of modification, without the express written consent of the contractor, its successors, and assigns.

CUSTOMIZED SOFTWARE:

Definition: Customized software is defined as made-for-hire, custom written and customer specific computer programs developed for the District by the contractor or by employees or agents of the District on magnetic tape, disk, semiconductor device or their memory device or system memory including hard wired logic instructions, microcode; and documentation used to describe, maintain and use the programs and any and all of the foregoing created in conjunction with this contract.

Title: Title to the customized software rests in the District as set forth herein. The contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the District all intellectual elements of the customized software including, but not

limited to, developmental, work product, notes, object and source codes and any other items or material regardless of form which would aid the District in understanding, using, maintaining, and enhancing the pertinent customized software.

Software Tool: The contractor shall provide to the District, simultaneous with its initial installation and any subsequent enhancements, upgrades, modifications, “patches”, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the District may require to maintain or to enhance the customized software. The price for said tools and the cost to train District personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor’s cost bid/proposal submitted to the District in response to the solicitation.

IX. NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose quote/bid/proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all, or portions of proposals received, and in all cases, the District will be the sole judge as to whether an Offeror’s proposal has or has not satisfactorily met the requirements of the RFP. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP. The award to the successful proposer regarding this solicitation will be posted at 1348 Griffin Mill Road, Easley, SC 29640 and online at www.pickens.k12.sc.us .

Thank you for your interest in meeting our district’s needs. We look forward to receiving your bid.

Regards,

Julie Hunter

Julie Hunter
Coordinator of Procurement
Attachments

X. ATTACHMENTS TO SOLICITATION:

Attachment A

REFERENCES

Provide a minimum of three references demonstrating same or similar solutions as proposed in Offeror's response.

Reference One

Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail Address: _____

Reference Two

Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail Address: _____

Reference Three

Company Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
E-Mail Address: _____

Attachment B

Signature Page

THIS PAGE MUST BE COMPLETED IN ORDER FOR PROPOSAL TO BE CONSIDERED. FAILURE TO COMPLETE AND RETURN THIS FORM WITH PROPOSAL SHALL RESULT IN DISQUALIFICATION OF OFFER.

Firm Represented

Agent

Name of Firm

Signature of Agent

Address

Name of Agent

City & State

Title

Zip Code

Email Address

Telephone Number

Date

Fax Number

Federal ID#

SC Certified Minority Vendor: Yes ____ No ____

If Yes, Certificate # _____

Attachment C

COST PROPOSAL FORMS

It is the Proposer's responsibility to specify all costs, including but not limited to: materials, labor, project management, shipping travel, etc. Proposer is responsible for any calculations, formula, cross-references, extended prices, verifications, etc. Complete each available licensing alternative or enter "No Bid."

Use the District's verified Base Evaluated Quantities below. Prices must remain firm for ninety (90) days after the proposal deadline, and upon award, for the selected licensing term unless an adjustment is expressly disclosed, evaluated, and accepted in writing. Option, incidental, and e-rate ineligible products or services must be separately identified and may be removed from the award.

Do not subtract the anticipated E-Rate discount. Enter pre-discount prices.

Service Provider Identification Number (SPIN): _____

Estimated Base Evaluated Quantities		
Device Family	Base Evaluated Quantity	Max. Additional Quantity
MR Wireless Access Points	1700	200
MS120-8FP Switches	14	5
MS225-24P Switches	53	10
MS225-48FP Switches	375	40
MS250-24P Switches	4	2
MS250-48P Switches	2	2

SDPC 1-Year Meraki Co-Termination License				
Part Number	Equipment Description	Quantity	Unit Price	Cost
LIC-ENT-1YR	Meraki MR Enterprise License, 1Year	1700		
LIC-MS120-8FP-YR	Meraki MS120-8FP Enterprise License and Support, 1 Year	14		
LIC-MS225-24P-1YR	Meraki MS225-24P Enterprise License and Support, 1Year	53		
LIC-MS225-48FP-1YR	Meraki MS225-48FP Enterprise License and Support, 1 Year	375		
LIC-MS250-24P-1YR	Meraki MS250-24P Enterprise License and Support, 1 Year	4		
LIC-MS250-48FP-1YR	Meraki MS250-24P Enterprise License and Support, 1 Year	2		
TOTAL or "No Bid"				

Summary and Required Disclosures:

Billing Structure		# of Years Covered	
License Start Date		License End Date	
Total E-Rate Eligible Cost		Total E-Rate Ineligible Cost	
Total Pre-Discount Cost		Annualized Cost	
Pricing for Maximum Additional Quantities		Existing License Treatment including value or credit	
Minimum Commitment or Cancellation Charges		Renewal or Auto-renewal Provisions	
Price Escalation or Adjustment Details		Included Manufacturer Support Details	
Optional Services Excluded from Evaluated Price			
SKU Status: Offerer confirms all proposed SKUs are current and orderable. (Y/N)			

SDPC 3-Year Meraki Co-Termination License				
Part Number	Equipment Description	Quantity	Unit Price	Cost
LIC-ENT-3YR	Meraki MR Enterprise License, 3 Year	1700		
LIC-MS120-8FP-3YR	Meraki MS120-8FP Enterprise License and Support, 3 Year	14		
LIC-MS225-24P-3YR	Meraki MS225-24P Enterprise License and Support, 3 Year	53		
LIC-MS225-48FP-3YR	Meraki MS225-48FP Enterprise License and Support, 3 Year	375		
LIC-MS250-24P-3YR	Meraki MS250-24P Enterprise License and Support, 3 Year	4		
LIC-MS250-48FP-3YR	Meraki MS250-24P Enterprise License and Support, 3 Year	2		
TOTAL or "No Bid"				

Summary and Required Disclosures:

Billing Structure		# of Years Covered	
License Start Date		License End Date	
Total E-Rate Eligible Cost		Total E-Rate Ineligible Cost	
Total Pre-Discount Cost		Annualized Cost	
Pricing for Maximum Additional Quantities		Existing License Treatment including value or credit	
Minimum Commitment or Cancellation Charges		Renewal or Auto-renewal Provisions	
Price Escalation or Adjustment Details		Included Manufacturer Support Details	
Optional Services Excluded from Evaluated Price			
SKU Status: Offerer confirms all proposed SKUs are current and orderable. (Y/N)			

SDPC 5-Year Meraki Co-Termination License				
Part Number	Equipment Description	Quantity	Unit Price	Cost
LIC-ENT-5YR	Meraki MR Enterprise License, 5 Year	1700		
LIC-MS120-8FP-5YR	Meraki MS120-8FP Enterprise License and Support, 5 Year	14		
LIC-MS225-24P-5YR	Meraki MS225-24P Enterprise License and Support, 5 Year	53		
LIC-MS225-48FP-5YR	Meraki MS225-48FP Enterprise License and Support, 5 Year	375		
LIC-MS250-24P-5YR	Meraki MS250-24P Enterprise License and Support, 5 Year	4		
LIC-MS250-48FP-5YR	Meraki MS250-24P Enterprise License and Support, 5 Year	2		
TOTAL or "No Bid"				

Summary and Required Disclosures:

Billing Structure		# of Years Covered	
License Start Date		License End Date	
Total E-Rate Eligible Cost		Total E-Rate Ineligible Cost	
Total Pre-Discount Cost		Annualized Cost	
Pricing for Maximum Additional Quantities		Existing License Treatment including value or credit	
Minimum Commitment or Cancellation Charges		Renewal or Auto-renewal Provisions	
Price Escalation or Adjustment Details		Included Manufacturer Support Details	
Optional Services Excluded from Evaluated Price			
SKU Status: Offerer confirms all proposed SKUs are current and orderable. (Y/N)			

SDPC Meraki's Subscription Model (Fixed Expiration Dates)				
Part Number	Equipment Description	Quantity	Unit Price	Cost
MR Subscription License	Meraki New Subscription Model License	1700		
MS120-8FP	Meraki MS120-8FP New Subscription Model License	14		
MS225-24FP	Meraki MS225-24FP New Subscription Model License	53		
MS225-48FP	Meraki MS225-48FP New Subscription Model License	375		
MS250-24P	Meraki MS250-24P New Subscription Model License	4		
MS250-48FP	Meraki MS250-48FP New Subscription Model License	2		
TOTAL or "No Bid"				

Summary and Required Disclosures:

Billing Structure		# of Years Covered	
License Start Date		License End Date	
Total E-Rate Eligible Cost		Total E-Rate Ineligible Cost	
Total Pre-Discount Cost		Annualized Cost	
Pricing for Maximum Additional Quantities		Existing License Treatment including value or credit	
Minimum Commitment or Cancellation Charges		Renewal or Auto-renewal Provisions	
Price Escalation or Adjustment Details		Included Manufacturer Support Details	
Optional Services Excluded from Evaluated Price			
SKU Status: Offerer confirms all proposed SKUs are current and orderable. (Y/N)			

SDPC Meraki's Enterprise Agreement (EA) Licensing				
Part Number	Equipment Description	Quantity	Unit Price	Cost
MR Subscription License	Meraki's Enterprise Agreement (EA) License	1700		
MS120-8FP	Meraki MS120-8FP Enterprise Agreement (EA) License	14		
MS225-24FP	Meraki MS225-24FP Enterprise Agreement (EA) License	53		
MS225-48FP	Meraki MS225-48FP Enterprise Agreement (EA) License	375		
MS250-24P	Meraki MS250-24P Enterprise Agreement (EA) License	4		
MS250-48FP	MS250-48FP Enterprise Agreement (EA) License	2		
TOTAL or "No Bid"				

Summary and Required Disclosures:

Billing Structure		# of Years Covered	
License Start Date		License End Date	
Total E-Rate Eligible Cost		Total E-Rate Ineligible Cost	
Total Pre-Discount Cost		Annualized Cost	
Pricing for Maximum Additional Quantities		Existing License Treatment including value or credit	
Minimum Commitment or Cancellation Charges		Renewal or Auto-renewal Provisions	
Price Escalation or Adjustment Details		Included Manufacturer Support Details	
Optional Services Excluded from Evaluated Price			
SKU Status: Offerer confirms all proposed SKUs are current and orderable. (Y/N)			

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Review this checklist prior to submitting your bid. If you fail to follow this checklist, you risk having your proposal rejected.

- ☐ **COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS. (Cost and Technical Proposals are in separate sealed envelopes).**
- ☐ **DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS.**
- ☐ **UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.**
- ☐ **REREAD YOUR ENTIRE BID TO MAKE SURE IT DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.**
- ☐ **MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. *DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED. DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED.***
- ☐ **HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS?**
- ☐ **MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGES (1-3).**
- ☐ **MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.**
- ☐ **MAKE SURE THE BID FORM, CERTIFICATE OF INSURANCE, AND ALL REQUESTED ATTACHMENTS ARE COMPLETED, SIGNED, AND DATED. THIS INCLUDES THE FIRST THREE PAGES OF THIS RFP.**
- ☐ **MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED & ANY SAMPLES.**
- ☐ **CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED.**
- ☐ **IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE. AFTER OPENING, IT IS TOO LATE. IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD, SUBMIT YOUR QUESTIONS AS A PART OF THAT PROCESS AND EMAIL THEM BEFORE THE DEADLINE STATED IN THE SOLICITATION TO PROCUREMENT@PICKENS.K12.SC.US. ALL QUESTIONS MUST BE EMAILED BY THE DEADLINE.**

**NOTE: This checklist is included only to help Offeror's avoid common mistakes. Responsiveness will be evaluated against the solicitation not against this checklist.
You do not need to return this checklist with your response.**
