



Request for Proposal
45 Off-lease Dell Optiplex 760 Computers
RFP Solicitation Number: OPS 2012-009

DATE POSTED: June 14, 2012

RETURN PROPOSALS NO LATER THAN:

CLOSING DATE: June 27, 2012

CLOSING TIME: 2:00 p.m.

MAIL OR HAND DELIVER PROPOSAL TO:

SCHOOL DISTRICT OF NEWBERRY COUNTY

Attn: Tina Palmer

1539 Martin Street – P.O. Box 718

Newberry, S.C. 29108

NOTE: FAX AND OR EMAIL RESPONSES TO THIS RFP ARE NOT ACCEPTABLE

THE SCHOOL DISTRICT OF NEWBERRY COUNTY (SDNC) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED PROPOSAL RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

NAME OF COMPANY

MAILING ADDRESS

(AREA CODE) PHONE NUMBER

CITY

STATE

ZIP CODE

FACSIMILE NO.

FEDERAL ID OR SOCIAL SECURITY NO.

SC Contractor's License # (if applicable)

EMAIL ADDRESS: _____ SC CERTIFIED MINORITY VENDOR: Yes or No (circle one)

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

1. SUBMISSION OF A RESPONSE TO THIS PROPOSAL DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
2. 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).*
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. 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.

5. COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN.
6. RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE SCHOOL DISTRICT OF NEWBERRY COUNTY PROCUREMENT CODE.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE (PRINT/TYPE)

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

GENERAL PROVISIONS

1. This solicitation does not commit the School District of Newberry County (District) to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.
2. The School District of Newberry 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, electronic transmission, facsimile, or any other method.
4. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such Proposal shall immediately inform the Assistant Superintendent for Operations & Administration, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
5. ***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. ***At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, addendums will be posted at www.newberry.k12.sc.us Any addenda issued by the District shall become a formal part of this RFP OPS 2012-009.***

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 four (4) 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 School District of Newberry County shall not be legally bound by any amendment for interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

6. ***Proposal as Offer to Contract:*** By submitting your 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.

- 7. 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.
- 8. Ambiguous Bids/Proposals:** Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
- 9. Approval of Publicity Releases:** The Contractor shall not have the right to include the District's name in its published list of customers, without prior written approval of the District. The 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.
- 10. Authorization and Acceptance:** The 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 proposal must contain a statement to the effect that your proposal is firm for a period of sixty (60) days from the proposal due date or longer if so required by the District.
- 11. Awarding Policy:** 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 Asst. Supt. for Operations and Administration shall award proposals in accordance with the District's Procurement Code.

The District reserves the right to make an award in total or in part, according to the best interests of the District. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.

- 12. Proposal Constitutes Offer:** By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.
- 13. 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.
- 14. 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 to the District.

- 15. Clarifications:** The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.
- 16. Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each part of the proposal they consider to contain proprietary information.
- 17. Contractor Responsibility:** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their proposal.
- 18. 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 School District of Newberry County. The District's RFP supersedes any respondent's proposed document(s).
- 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 Newberry 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 Proposal:** All prices and notations should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No 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 School District Office 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 of 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.newberry.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 the 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 arises out of causes beyond the control of the contractor and without the fault or negligence of said contractor, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the contractor 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: Wednesday June 27th AT 2:00 P.M.** *Questions should be submitted in writing to: tpalmer@newberry.k12.sc.us* Note: No other District personnel 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 District believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

b. Oral explanation and/or instructions given before the 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 Newberry 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.

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. Offeror 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. 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.

28. Posting of Award: All Proposers will receive an "Intent to Award" notice from the School District of Newberry County.

29. 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
- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping (if required) and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
- Other substantiating documentation of information as required by the contract.

30. Proposer's Qualifications: Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, and equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

31. Rejection/Cancellation: The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right

to waive any or all informalities or technicalities in order to serve the best interest of the District.

32. Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

33. Subcontracting: The Contractor shall not subcontract any portion of this contract without prior written approval from the school district, which consent shall not be unreasonably withheld, provided, Contractor remains liable for performance of all terms of this contract.

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

PROPOSAL CONTENT: Each Proposer must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your proposal being deemed non-responsive:

1. One company representative must be clearly assigned to the District as the point of contact for all performance and contract issues. Include representative's name, telephone number, email address and any other appropriate means for contact for the representative.
2. ***Previous experience and references:*** Bidders shall provide as references, the names of at least three (3) current customers, similar in size and nature to work to be performed under this solicitation. Please provide name and telephone number. A brief description of the services provided shall accompany each reference.

The District reserves the right to consider the level of customer satisfaction in award of the proposal.

The District reserves the right to consider historic information and fact, whether gained from the offeror's proposal, references, or any other source. Should the references volunteer any information outside the specific questions, this information may be used in the evaluation process.

3. ***Previous Default:*** Have you ever defaulted on a contract or been denied a contract due to non-responsibility to perform? If so, provide the facts and circumstances.

In submitting a proposal, the Proposer understands that the District will determine at its discretion, or in their best interest, which proposal, if any, is accepted. The Proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.

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 only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is 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. The following criteria will be used in the evaluation process:

1. **Response to Proposal:** Proposed computer specifications and warranty offered. Warranty process described.
2. **Proposing Organization References/History:** Proposer's past contract management experience and references of success to projects similar to this size. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
3. **Program (Contract) Costs:** What are the total costs of the program proposed?

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.

POINT EVALUATION VALUES

CRITERION	POINT VALUE
Response to Proposal	34
References / History	33
Program Cost	33
TOTAL POINTS	100

PERCENTAGE GRADES

GRADE	DESCRIPTION
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

INSTRUCTIONS TO PROPOSERS:

1. The District requires that one (1) original and three (3) copies of the proposal be submitted to the Director of Technology no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District’s policy.
2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror’s proposal, or if an Offeror’s proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal. Format of the proposal must follow the order of the evaluation criteria.
3. When specifications or descriptive literature are submitted with the proposal, enter the proposer’s name and address thereon.

4. All proposals must be in a sealed envelope and have clearly marked on the envelope:

Name of Firm
Address
Proposal # OPS 2012-009
45 Off-Lease Dell Computers

NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose 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 mailed to all proposers.

GENERAL TERMS AND CONDITIONS

1. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Assistant Superintendent for Operations & Administration.
2. **Drug-Free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
3. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Note: No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by the School District of Newberry County (Title II ADA).

4. **Experience and Reference Checks:** The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, references, and any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.
5. **Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized

and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

6. **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).
7. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate.
8. **Right to Protest:** Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the awarding of a contract shall protest to the Assistant Superintendent for Operations & Administration within ten (10) days of the date of issuance of the Notice to Award.
9. **Submission of Data:** Each Proposer, upon request, shall submit evidence of liability of insurance, Workmen's Compensation (if required), and other data regarding experience relating to this RFP 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 Worker's Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against the School District of Newberry 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 in Special Bid Conditions section of this RFP must be procured by the vendor(s) at their own expense.

10. **Termination:** Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.
 - (a) **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision is this RFP shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

(b) Termination for Non-appropriations:

(a) ***Reduction in Scope:*** Any contract entered into by the School District of Newberry County shall be subject to cancellation without damages of further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation the School District of Newberry County reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.

SCOPE OF WORK:

The School District of Newberry County, hereafter referred to as the “District”, is accepting proposals from qualified contractors for 45 Off-Lease Dell Optiplex 760 computers in accordance with the requirements of this solicitation.

The specifications included herein are to be considered as providing minimum desirable features. Any limitations, deviations, or broader features quoted should be designated in your proposal. Otherwise, companies and agents submitting proposals will be held to the specifications.

Due care and diligence have been used in the preparation of this solicitation and the information contained herein is believed to be substantially correct, however, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely upon the proposer.

PROJECT INFORMATION:

Anticipated procurement schedule is listed below:

Task	Date
Issue Request for Proposals	June 14, 2012
Deadline for Questions	June 21, 2012
Proposal Due Date	June 27, 2012
Post Notice of Award or Notice of Intent to Award	July 2, 2012
Execute Contract(s)	July 2, 2012

CONTRACTOR REQUIREMENTS:

A. TERMS AND CONDITIONS:

1. **Contractor's Relationship with the District:** The successful contractor will be a contractor independent of the District. No acts performed for or representations made, whether written or oral, by the proposer to third parties shall bind the District. The Contractor shall be solely responsible for the withholding and payment of all federal, state and local personal income, social security, unemployment, worker's compensation, and other payroll taxes for its' employees. The District shall have no liability of any sort for the Contractor's employees.

2. **Illegal Immigration:** (applicable to service contracts only) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you; or (b) that you are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five (5) years, or both."
 - a) A Contractor employing one-hundred (100) or more employees hereby certifies that it ensures compliance with the South Carolina Illegal Immigration Reform Act and will register and participate in a status verification system for all employees. The term "employee" as used herein means any person who is hired to perform work within the State of South Carolina. As used herein, "status verifications system" means (a) the E-Verify employment status verification system, or any successor electronic verification system replacing the E-Verify Program, that is operated by the United States Department of Homeland Security, United States Citizenship and Immigration Services, and the Social Security Administration, or (b) verification that every employee of the Contractor possesses a valid South Carolina driver's license or identification card, or that every employee of the Contractor possesses a valid driver's license, or identification card, from another state whose qualification requirements are as strict as those of South Carolina. Contractor also hereby certifies that any Sub-contractor or Sub-subcontractor with the requisite number of employees and performing services for a covered contractor likewise complies with the above requirements.

3. Contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The contractor will not employ at less than the established federal and state minimum wage. The contractor will give each employee a criminal background check. If the Contractor's employees will be on school grounds, all preliminary criminal background checks (minimum SLED check) must be completed prior to employment and the reports on each employee **must** be submitted to the Executive Director of Human Resources. All costs for criminal background checks are the responsibility of the contractor. No employee who has police record other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol, or use of illegal

drugs or possession of weapons on School District of Newberry County property. All employees shall be dressed in an appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance. It is mandatory for all vendors to report to the main office upon entering the building.

4. **Standard of Performance:** Contractor must begin and complete the performance of the work required under the contract with all due diligence and must exercise the highest degree of professional skill, confidentiality, and competence in the performance of the services described herein. All services required of Contractor(s) must be performed to the satisfaction and approval of the School District of Newberry County.

Shipping information

Computers/monitors will be delivered to:

Tina Palmer
 540 Brantley St
 Newberry, SC 29108

Lift-gate required – no dock onsite. Shipper must call the Technology Department before delivery to arrange a delivery time.

SPECIFICATIONS

These specifications cover provisions for the 45 Off-Lease Dell Optiplex 760 computers.

Quantity: 45 Base Units	Optiplex 760 SFF – 2.6 GHZ
Memory:	4.0 GB
Monitor:45 monitors	15 inch flat LCD screen
Hard Drive:	80 GB SATA
Operating System:	Windows XP Professional Service Pack 3, Factory Install and licensed to SDNC
Mouse:	USB 2-Button Entry Mouse with Scroll
DVD+/-RW	16X DVD +/-RW, Black, Roxio Creator Dell Edition
Network:	Integrated 10/100/1000
Speakers:	Internal Chassis Speaker
Service:	Minimum 3 year replacement of computer, monitor, parts, and accessories warranty

Pricing Summary

Pricing should be broken down by computer cost, monitor cost, warranty cost and shipping. Seven (7) percent sales tax should be included on the cost.

*** The above pricing is to be all inclusive and includes all items required by district specifications included in this RFP. Pricing for additional work outside of the scope of work specified in this RFP will be negotiated between the successful contractor and the School District of Newberry County as needed.**

Contractor Signature

Date