

**The School District Of Newberry County**  
 Administrative Offices  
 3419 Main Street, Newberry, SC 29108



**Request for Proposal:** OPS-IT 2018-006  
**Date Issued:** August 16, 2018  
**Procurement Director:** Bryan Gresham  
**Phone:** (803) 321-2600  
**Fax:** (803) 321-2604  
**E-Mail Address:** bgresham@newberry.k12.sc.us

**DESCRIPTION: IT Temporary Professional**

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

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

**MAILING AND PHYSICAL ADDRESS:**  
 The School District of Newberry County  
 Attn: Procurement Coordinator Bryan Gresham  
 PO Box 718 / 3419 Main Street, Newberry, SC 29108

**SUBMIT OFFER BY (Opening Date/Time): September 12, 2018 @ 2:00 PM** (See "Deadline For Submission Of Offer" provision)

**NUMBER OF COPIES TO BE SUBMITTED: (1) original , (3) copies marked COPY**

**QUESTIONS MUST BE RECEIVED BY: August 24, 2018 at 8:00 AM** (See "Questions From Offerors" provision)  
**ADDENDUM ISSUED: August 28, 2018 by 5:00 pm** (If Necessary) (See "Questions From Offerors" provision)

**CONFERENCE TYPE:** N/A  
**DATE & TIME:**

**LOCATION:** N/A

**INTENT TO AWARD & AWARD**

Notice of Award and/or Intent to Award will be posted on the district website [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us)  
**September 17, 2018 by 5:00 pm**

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

**NAME OF OFFEROR:** (Full legal name of business submitting the offer)

**OFFEROR'S TYPE OF ENTITY:**  
 (Check one)

**AUTHORIZED SIGNATURE:**

- Sole Proprietorship  
 Corporate entity  
 Federal ID # \_\_\_\_\_  
 South Carolina Minority Vendor  
 Minority Vendor # \_\_\_\_\_  
 Other \_\_\_\_\_

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

**TITLE:** (Business title of person signing above)

**PRINTED NAME:** (Printed name of person signing above)

**DATE SIGNED**

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, sole proprietorship, etc.

## I. GENERAL INSTRUCTIONS TO OFFERORS

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding the District's intent to award a contract will be posted on the district's website [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us) on **September 17, 2016 by 5:00 pm** If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, but less than \$ 100,000.00 such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars 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 School District of Newberry 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 on the Cover Page, 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, unless otherwise permitted by the Solicitation.

**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.**

(1) By submitting an offer, the offeror certifies that:

(A) 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.

(B) 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

(C) 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.

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

(A) 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

(B)(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.

(3) 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:**

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

(D) 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.

(E) "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).

(2) 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.

(3) If Offeror is unable to certify the representations stated in paragraph (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.

(4) 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 (1) 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.

(5) The certification in paragraph 1 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 District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** 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. Do not modify the solicitation document itself (including bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected.

**DEFINITIONS** - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

AMENDMENT means a document issued to supplement the original solicitation document.

**BOARD** means the School District of Newberry County Board of Trustees.

**BUYER** means the Procurement Officer.

**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.

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

**CONTRACT MODIFICATION** means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

**CONTRACTOR** means the Offeror receiving an award as a result of this solicitation.

**COVER PAGE** means the top page 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.

**PROCUREMENT OFFICER** means the person, or his successor, identified as such on the Cover Page.

**YOU** and **YOUR** means Offeror.

**SOLICITATION** means this document, including all its parts, attachments, and any Amendments.

**SUBCONTRACTOR** means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

**WORK** means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**DISTRICT CLOSINGS:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

**DRUG FREE WORK PLACE CERTIFICATION:** The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30)

**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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**ETHICS ACT (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 state 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.

**INFORMATION FOR OFFERORS TO SUBMIT:** Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

**PROCUREMENT AUTHORITY:** (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement

Officer is an employee of the School District of Newberry County acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the School District of Newberry County.

PROCUREMENT CODE AVAILABLE: The School District of Newberry County's Procurement Code, is available at <http://www.newberry.k12.sc.us/>

PROTESTS: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

PROTEST – ADDRESS: Any protest must be submitted in writing to Jim Suber, Assistant Superintendent of Operations and Administration, PO Box 718 / 3419 Main Street, Newberry, SC 29108

PUBLIC OPENING: Not applicable for this RFP

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than **Date and time listed on Page 1**. 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.** All Questions will be answered via an Addendum, which will be posted on the District's website, [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us)

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.

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) 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. (Article 5, Section 1520.13)

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).

(d) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

SAMPLES-TESTING: Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to

pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

**SIGNING YOUR OFFER:** Every Offer must be signed by the 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 Article 1, Section 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 Article 5, Section 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 School District of Newberry County, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

**UNIT PRICE:** Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

**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 the District's Procurement Code Article 5 Section 1520.7.1.

### **III. AWARD / CONTRACT TERM**

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning October 1, 2018 through September 30, 2019. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. 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 no less than ninety (90) calendar days prior to the contract renewal date. The District reserves the right to award to multiple vendors if it is in the best interest of the District.

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the School District of Newberry County's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

### **V. SCOPE OF WORK / SPECIFICATIONS**

The District is seeking competitive sealed proposals to select vendors to provide Temporary Information Technology (IT) personnel. The overall objective of this Request for Proposal is to establish a Qualified Provider List (QPL) of vendors who shall provide services for specific projects to include, but not limited to, troubleshooting high-level support problems within the District. The amount of work assigned per vendor is not guaranteed and shall be assigned as and when determined by the District.

#### **A. CONTRACT DETAILS**

1. The District seeks to enter into contracts with one or more vendors to provide various services as outlined in Section III E. The Award shall be in accordance with the evaluation criteria outlined. The number of vendors selected shall be solely at the District's discretion. Offeror may respond to one or more of the services identified on the price/business proposal as outlined
2. NCSD reserves the right to assign multiple vendors to a project when high volumes of work are experienced. NCSD shall not commit to any pre-determined numbers of hours for any services. Services assigned shall be solely based on NCSD needs and the most advantageous means of addressing the issue in a timely manner. The District may reject an individual proposed for any specific assignment based on his/her skills, experience, availability, individual references, or previous NCSD experience. Assignment shall be based on skills set in accordance with the project determined.
3. Offerors shall provide emergency assistance/response when contacted by the District within 2 hours. The District reserves the right to obtain the services from the qualified provider list (QPL) with the least waiting time.
4. The District reserves the right to interview candidates for specific projects from those proposed by eligible vendors (i.e. those awarded the applicable contracts). The individual selected is subject to be assigned upon completing a satisfactory interview. The interview may be in person or by telephone. Resumes may be requested for review as well.
5. The District reserves the right to conduct/complete vendor performance evaluation throughout the term of the contract. NCSD has the options to utilize a specific vendor more or less often based upon their quality of service as determined by this evaluation process.

#### **B. VENDOR REQUIREMENTS**

1. Offeror shall agree to submit detailed invoices for all work completed within 48 hours. Invoices shall include the specific location and activity for all hours of work. Invoices shall be reviewed and worked confirmed as completed before payment is rendered. Invoices shall be mailed to the Office of Information Technology at 3419 Main Street, Newberry, SC 29108 and/or electronically transmitted to the appointed IT personnel determined after Award.
2. Offeror shall submit a maximum, not-to-exceed hourly rate for all services. Lesser costs may be negotiated based on specific engagements if both parties agree. All expenses shall be included in the hourly rate provided. This includes, but is not limited to: hourly labor wage, mileage/travel, all expenses, mobile phone costs, etc.
3. Offerors shall agree to provide a form of communication (i.e. mobile device) on site when project is assigned. Form of communications includes but not limited to mobile devices and/or tablets for contractors to be contacted by NCSD staff at any time. Mobile phones or devices shall not be provided by NCSD.

4. Offeror shall agree to provide management of all resources. This shall include site visits to check performance of their personnel. Any problems reported by The School District of Newberry County must be addressed within 24 hours by the vendor's management team.
5. A person scheduled to report on an assignment and is unable to report for any reason shall be responsible for contacting the vendor's management prior to District business hours. The vendor shall arrange for a substitute resource of equal skill to be available on that day. The vendor shall then contact NCSD, prior to the scheduled reporting time, to discuss and inform IT of the change.
6. The District shall not compensate the vendor for lunch hours, breaks, holidays, etc. Only actual hours worked shall be compensated. For most of the year, regular schedules would include five 7.5- or eight-hour business days. During the summer season, NCSD may move to a schedule of working four ten-hour days per week, excluding Fridays. Offerors awarded the contract must be willing to accommodate both schedules.
7. Offerors may be asked to work irregular hours, more than 40 hours in a given week, or on weekends or holidays. At least 40 hours per week must be accommodated at the standard rate given. If additional hours are to be billed at a higher rate, this must be clearly specified. Any additional costs for NCSD for such hours must be detailed in proposals.
8. The offeror shall provide a point of contact for any personnel being utilized. Failure to utilize this point-of-contact as instructed may result in removal of the individual from the current and future engagements. If multiple resources provided by a specific vendor fail to coordinate with points-of-contact as directed, the offeror may be removed from eligibility for future work.
9. Offerors shall be required to document all work performed. Documentation must be submitted through the Districts current help desk system. Access to the help desk system shall be provided to agents per project as needed. Failure to document work as required shall result in nonpayment for the work, and, at NCSD's discretion, removal from future work. Additionally, daily update and/or status reports shall be submitted electronically on all projects not completed to the designated District IT support staff to be determined after award.
10. Offeror shall agree to coordinate all work through NCSD Information Technology Department point of contact. In all cases, NCSD processes shall be followed, and NCSD Information Technology Standards shall be adhered to and supported in the field.
11. It is preferable for specific resources assigned to NCSD to have other technical support resources available. NCSD shall not compensate for these resources, but shall be considered as potential value-added. If offeror provides additional support to resources in the field, offeror must describe in full.
12. Full background checks to include SLED and sexual predator registry must be completed on all personnel expected to work on any NCSD premises, schools and administration buildings. Vendor shall provide documented Proof of background checks prior to services. Information shall be submitted and maintained in the Office of Information Technology and updated when new placement is done on a project. The District will not compensate for any background checks. All staff entering any The School District of Newberry County premises, school or administration sites must provide a legal form of identification (i.e driver's license). Licenses shall be registered through the District's visitor tracking software.
13. The District reserves the right to request removal of a technician from a project for repeated documented problems. After two or more documented problems with a particular vendor, NCSD may discontinue use of that documentation.
14. If after twelve (12) months of contracted services to NCSD, individuals of awarded vendors may be eligible for employment by NCSD with no penalties or finder's fees. In order to be considered, persons(s) shall apply for an employment position and be selected through NCSD's official selection process with no guarantee of becoming employed full time.
15. Offerors shall have an appropriate professional dress code for all positions. This includes collared type shirt and tie (optional) or company logo shirt for men and comparable professional attire for women. No hats will be permitted to be worn in any NCSD facilities. This applies to all contracted personnel.
16. The School District of Newberry County is a tobacco-free environment and therefore no form of tobacco is allowed on any premises of the District; to include cars parked in District lots.
17. Any specialized equipment or software (for example a laptop, or MS Project software) needed to adequately perform the job functions associated with a service shall be the vendor's responsibility. Equipment subject to vary according to the project.
18. The offeror(s) awarded this contract and working from this contract are considered to be an independent contractor and shall not under any circumstances, be considered an employee or servant/agent of the District, nor shall any of its employees or agents. Neither the offeror nor its employees have the authority to bind the District in any respect.

### **C. Current The School District of Newberry County Technology Environment**

#### **1. Information Technology**

The School District of Newberry County IT support consists of the Executive Director of Information Technology Director and staff. The Department consists of 3 Divisions; Technology Customer Service, Technology Application Support and Technology Operations

2. Current Environment

The current environment of The School District of Newberry County On is listed below.

**District Profile**

**5600 PCs**

**1200 iPads**

**District Technical Environment**

<b>System</b>	<b>Vendor/Product</b>
Directory Services	Microsoft Active Directory
Email	Office 365
Virtualization	Hyper V
Databases	SQL server
Routing, switching and load balancing	Cisco products, Aruba, Extreme
Circuits	100MB/1GB Metro Ethernet

**D. Support Requirements shall include, but not limited to:**

<b>Technical Support Requirements</b>
Enhancement of system performance
Ensuring connectivity to databases
Ensuring operational status
Installation, implementation and management of upgrades/updates
Installation of new software
Maintenance and update of databases
Maintenance of user security and user profiles
Provision of end-user training as required
Ongoing enhancements and systems performance

**E. Technical Support Requirements**

The following services shall be viewed as a representative list; it does not depict an all-inclusive list of services. Offerors are not required to have personnel that meet every area of expertise. Skill sets may vary based on requirements for specific assignments. Equivalent, similar, or more directly applicable certifications or experience may be substituted at the District’s discretion.

- 1.0 Infrastructure Local Area Network, Wide Area Network and Wireless (LAN/WAN/Wi-Fi) Administration and Support
- 2.0 Network (Server/Email/User) Administration and Support
- 3.0 Security Administration and Support
- 4.0 Desktop Support
- 5.0 Customer Care Center Support
- 6.0 Application Development and Support
- 7.0 Emerging Technology Support

**1.0 Infrastructure (LAN/WAN/Wi-Fi) Administration and Support**

The Offeror shall administer the various administrative and instructional LANs/VLANs and support their connectivity to the The School District of Newberry County WAN. Each site contains VLANs for network administration, the core network, site-specific networks, wireless network and security. Support shall include the following:

- Infrastructure configuration management
- Management of the wireless network

The Offeror shall support the connectivity of client workstations and peripherals (where applicable) to the LAN/WAN/VLAN. This support shall include upgrade/installation of client connectivity software and the facilitation of warranty work for covered hardware and break/fix service for non-warranty hardware, including Uninterruptable Power Supplies (UPS), load balancers (hardware and software) routers, hubs, switches and network interface cards (NICs). The contractor shall also provide recommendations as to whether it is more cost effective to service or replace non-operational equipment

LAN/WAN/VLAN/Wi-Fi requirements shall include, but not be limited to the following areas:

- Network Design and Architecture
- Network Performance and Capacity Enhancements
- Wireless Network administration

System Requirements are outlined in the following paragraphs.

#### 1.1 Network Design and Architecture

The offeror shall provide network design and architecture to support the District's LAN/WAN/VLAN architecture. The Offeror shall provide industry standard network design services to improve infrastructure performance and capacity on electronic data systems including but not limited to routers, switches, security devices, blades, modules, appliances and wireless systems.

#### 1.2 Network Performance and Capacity Enhancements

The offeror shall provide network performance and capacity enhancements, network performance analysis and network capacity planning across the district. The contractor shall monitor and keep statistics on network performance, providing a network performance report including recommendations for network performance enhancements and/or resolutions to network performance issues. The contractor shall recommend and implement network performance and capacity enhancements and performance tools for potential deployment.

#### 1.3 Wireless Network Administration

The offeror shall provide assistance with wireless installation, configuration and support tasks for both wireless system software and electronics as needed and in accordance to the listed equipment on the most recently published current environment list. The offeror shall provide wireless support services, engineering, design, implementation, maintenance, monitoring and reporting on an as needed basis.

## **2.0 Network (Server/Email/User) Administration and Support**

The Offeror shall provide administration, maintenance and support for the The School District of Newberry County server network, including Microsoft Active Directory administration, management of user accounts for various network systems, provisioning, and administration and maintenance of email systems, backup systems, printing and other district network-based systems.

Support shall include, but not be limited to the following:

- Email Administration
- Active Directory Administration
- Maintenance of user accounts
- Provisioning
- Network Printing
- Automated Backup
- Disaster Recovery

System Requirements can be found in the following paragraphs

#### 2.1 Email Administration

The contract shall administer the The School District of Newberry County district-wide staff email system across the WAN and all LANs providing stability and reliability of the systems.

Support shall include technical support identified in Table 1 as well as:

- System Maintenance
- Maintenance of address book
- Volume monitoring and management

- Performance diagnosis and enhancement
- Maintenance of SPAM filter
- Email archiving

The contractor shall provide timely issue response and resolution for each email server across the district.

#### 2.2 Active Directory Administration

The offeror shall administer, maintain and support The School District of Newberry County's Active Directory structure, including application deployment, security groups and policies, storage, server environment (including physical and virtual devices) and other systems as defined by the district.

#### 2.3 Maintenance of User Accounts

The offeror shall administer, maintain and support user accounts for various The School District of Newberry County systems, including Active Directory, email, and other systems as defined by the district. This shall include creation of accounts, password resets, moves, adds and changes, and other tasks.

#### 2.4 Provisioning

The offeror shall administer, maintain and support the automated provisioning of user accounts as directed by the district. This shall include Active Directory, email, and other systems as defined by the district.

#### 2.5 Network Printing Administration

The offeror shall maintain and support network printers and scanners throughout the district network. This maintenance and support shall include creation and maintenance of printer objects, creation and maintenance of policies and scripts and troubleshooting of printer hardware.

#### 2.6 Automated Backup Administration

The offeror shall fully implement existing automated backup systems by which data backups can be executed with minimal user intervention

#### 2.7 Disaster Recovery

The offeror will provide Disaster Recovery technical support ensuring the timely recovery of district mission critical systems (as determined by The School District of Newberry County) and their data, including annual testing of disaster recovery systems and procedures to ensure operational status

### **3.0 Security Administration and Support**

The Offeror shall administer the various administrative and instructional LANs/VLANs and support their connectivity to the The School District of Newberry County WAN. Each site contains VLANs for network administration, the core network, site-specific networks, wireless network and security.

Support shall include the following:

- Comprehensive Computer Virus/Malware Protection
- Data Security
- Content Filtering
- System Security Policies and Procedures

System Requirements can be found in the following paragraphs.

#### 3.1 Comprehensive Computer Virus/Malware Protection

The Offeror shall assist in maintenance of comprehensive computer virus protection by making recommendations to The School District of Newberry County (which includes communications, servers and clients).

#### 3.2 Data Security

The offeror shall ensure the security of The School District of Newberry County confidential and proprietary data through the administration of user accounts and passwords, allowing varying levels of access as directed by NCSD. The offeror shall also protect The School District of Newberry County data and the network and architecture from external violations through the maintenance of a secure firewall at the egress point to the internet.

#### 3.3 Content Filtering

The Offeror shall administer, maintain and support the filtering of internet content as prescribed by the Children's Internet Protection Act (CIPA). The contractor shall ensure adherence to CIPA and compliance with all E-Rate requirements related to content filtering.

#### 3.4 System Security Policies and Procedures

The Offeror shall assist in the development of The School District of Newberry County security policies and procedures provide recommendations as to the enhancements to the security procedures and the upgrade of security projects. If new products are recommended, the offeror shall submit an analysis that justifies the recommendation (i.e. Technical and cost).

### 3.5 Mobile Device Management

The Offeror shall administer, maintain and support The School District of Newberry County mobile device management, provide recommendations as to the enhancements to the configuration and assist with the implementation of those enhancements.

## 4.0 Desktop Support

### 4.1 Telecommunications Support

The Offeror shall manage and support The School District of Newberry County district-wide PBX (Private Branch Exchange) and other telecommunication systems, providing stability and reliability of the systems.

The School District of Newberry County voice communication system consists of Cisco systems and PBX's. Each system connects to the AT&T Centrex network enabled voice inter-communication between school district facilities. Overall, the district is comprised of approximately 1740 stations located at high schools, middle schools, elementary schools, and administrative sites. The District voice mail services are provided by standalone servers located at most district facilities.

Support shall include technical support identified in Table 4.3, as well as:

- Move/add/change support of 1,740 Direct Inward Dial extensions (DIDs)
- Voice mailbox administration (add/delete/disk management/user accounts/passwords)
- Call accounting reconciliation
- Voice communications servers and handset inventory management
- Facilitation of hardware maintenance
- Maintenance of the Automated Call Distribution configurations
- Ongoing end user training

The Offeror shall provide monitoring and management of The School District of Newberry County's PBX systems.

### 4.2 Client Hardware Support N/A in this RFP

### 4.3 Client Software Technical Support

The Offeror shall provide technical/functional software support for the various client desktops, laptops, and tablets as well as standalone computer equipment and peripherals throughout the The School District of Newberry County.

Support shall include technical support identified in Table 4.3, as well as:

- Operating system upgrades/maintenance
- Deployment of software on workstations (physical and/or remote management)
- Re-imaging, if applicable
- Software configuration
- System configuration, if applicable
- Connectivity to The School District of Newberry County Local Area Network/Wide Area Network/Virtual Local Area Network (LAN/WAN/VLAN) and the Internet, if applicable.
- Maintaining/ensuring full capability of installed software
- Knowledge of the educational processes involved with the given applications
- Knowledge of the District business processes involved with the given applications. This shall include provision of Support Center Service Desk support for:

- The standard set of educational software packages as described by The School District of Newberry County and used by teaching staff and,
- The standard set of administrative software applications, approved by the The School District of Newberry County and used by administrative staff.

### 4.3. Instructional Software Technical Support

The Offeror shall, throughout the term of the Contract, and at the direction of the District IT Director, provide

technical support for new or existing instructional software to be used in the classroom. This shall include provision of the Customer Care Center support for the standard set of educational software packages as described in the The School District of Newberry County Technology Department approved software used by teaching staff.

Support shall include technical support identified in Table 4.3, as well as:

- Assessment and validation of minimum hardware requirements
- As appropriate, migrate The School District of Newberry County instructional software from client-based deployments to instructional server-based or Web enabled deployments

## **5.0 Information Technology Customer Care Center**

N/A in this RFP

## **6.0 Application Development and Support**

Skill sets may vary based on requirements for specific assignments, but shall be within the levels indicated. Equivalent, similar or more directly applicable certifications or experience may be substituted at NCSD's discretion. Requirements listed for support areas may include, but are not limited to those provided.

Services or positions may include:

- Database Administration Support
- SharePoint Administration and Development
- Current Software / Application Development Support
- Application Support
- Information Technology Trainer
- Data Management Support

### **Table 6.1: Application Support Requirements**

Ensure operational status.

Ensure connectivity to databases.

Enhance system performance.

Develop, maintain and update system.

Develop, maintain and update interfaces to Integration solution.

Develop, update and maintain user reports and queries.

Installation, implementation and management of upgrades/updates.

Installation of new software

Maintenance of user security and user profiles.

Provision of end user training and documentation as required

Testing (i.e. unit/module, integration, system, regression)

Troubleshooting.

Documentation of system customization.

Facilitation of meetings and documentation of system and business processes required for system management.

On-going enhancements of systems performance.

List of Systems supported (keep in mind that some of these systems may change during the length of this contract):

- PowerSchool / PowerTeacher
- Instructional Based Software
- School Messenger
- Webpage

### **6.2 Information Technology Trainer**

As new systems are implemented or new versions are released, there is a need to provide training to a large number of staff. The The School District of Newberry County Information Technology department is not always staffed to provide this training and may require a contractor for an extended period of time.

### **Table 6.5: Information Technology Trainer Requirements**

Development of training documentation.

Determine training requirements and modifying or creating documentation.

Providing one-on-one or group training, as needed.

Responding to support calls, work orders or emails and resolving them.

Researching issues obtained via support calls, work orders or emails to determine.

#### **6.3 Data Management Support**

The The School District of Newberry County Information Technology department receives many requests from administrators for information. It may be a one-time request, an annual request or something that is required on a regular basis.

This can be data from one system or multiple systems. Currently Crystal Reporting Services and Microsoft SQL reporting services is utilized outside of our applications and some applications are equipped with their own report writing.

### **Table 6.3.1: Data Management Support Requirements**

Data Management Support.

Standardizing data reports.

Improving timelessness and accuracy of data.

Improving access to existing data/information.

Developing new user Reports/pre-canned queries.

### **7.0 Emerging Technology Support**

The Offeror shall, in collaboration with and at the direction of the The School District of Newberry County IT Director, provide technical consultant services, as needed, to evaluate and provide information and direction on emerging technologies. The contractor shall continually coordinate with the The School District of Newberry County IT Director for guidance and direction in the assignment of resources to meet The School District of Newberry County emerging technology requirements

## **IX. TERMS AND CONDITIONS**

1. **ASSIGNMENT**: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
2. **BANKRUPTCY**: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to School District of Newberry County. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. **CHOICE-OF-LAW**: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE**: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any

document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

5. **DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
6. **DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by School District of Newberry County regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
7. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
8. **FALSE CLAIMS:** According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
9. **FORCE MAJURE:** 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 for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
10. **NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the District to indemnify anyone.
11. **NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
12. **PUBLICITY:** Contractor shall not publish any comments or quotes by School District of Newberry County employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
13. **PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

**14. SETOFF:** The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**14. SURVIVAL OF OBLIGATION:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**15. TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

**16. THIRD PARTY BENEFICIARY:** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

**17. WAIVER:** The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

## **X. PROPOSAL CONTENTS**

In order to insure 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 portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all services meet the requirements of this RFP.

### **SECTION 1 - Signatory and Information Sheets (Page 1, and Attachments 1-3)**

#### **SECTION 2 - Executive Summary to include, but not limited to the following (limit 2 pages) (10 points)**

- A. Statement of agreement to specified services to the District
- B. Statement of understanding of the terms and conditions contained in this RFP
- C. Statement of customer service philosophy and commitment to support the District

#### **SECTION 3 – Vendor’s ability to meet desired Scope of Work (30 points)**

- A. Vendor must fully detail and address each section in the Scope of Work.

#### **SECTION 4 – Qualifications of provider and history of projects of similar size and scope (30 points):**

- A. Include references, as indicated and any additional information that would indicate your specific qualifications for the services being solicited.
- B. Include information regarding your support structure that would include response time and availability.

#### **SECTION 5 – Cost (30 points):**

- A. Costs must be clearly and concisely itemized of each section of the Scope of Work. **\*\*Please provide any package, portfolio solution, per student, daily, and/or hourly pricing. Vendor should clearly define each pricing for each section of the scope of work.**

## **XI. SPECIAL INSTRUCTIONS**

1. **CHANGES:**

- A. Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
  - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
  - (b) method of shipment or packing;
  - (c) place of delivery;
  - (d) description of services to be performed;
  - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
  - (f) place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- B. Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. **COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

3. **CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:** The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. **School District of Newberry County shall be listed as Certificate Holder.**

4. 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:

<b>COMMERCIAL GENERAL LIABILITY:</b>	
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
 <b>BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):</b>	
Combined Single Limit	\$1,000,000
<b>WORKERS COMPENSATION: State Statutory</b>	
Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000
<b>Comprehensive Automobile Liability, including:</b>	
All owned Automobiles, Non owned, and Hired Car Coverage,	
Bodily Injury and Property Combined – Single Limit	\$1,000,000
 Bodily injury and Property Damage -	 \$750,000

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 School District of Newberry County (as identified on the Cover Page) 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. 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. 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.

5. **CONTRACTOR PERSONNEL**: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
6. **CONTRACTOR'S OBLIGATION**: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.
7. **DAMAGES LIMITATION**: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.
8. **DEFAULT**: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
9. **DESCRIPTIVE LITERATURE**: Your offer must include manufacturer's latest literature showing complete product specifications.
10. **DISPOSAL OF PACKAGING**: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
11. **ILLEGAL IMMIGRATION**: 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 and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors 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 years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. **INDEMNIFICATION-THIRD PARTY CLAIMS**: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify School District of Newberry County, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably

prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

13. 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 or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
14. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.
15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.
16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.
17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
18. PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for products, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).
19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.
20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies-The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this

Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

21. **WARRANTY:** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
22. **IRAN DIVESTMENT ACT OF 2014:** (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control 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/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

## **XII. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY**

### **Statement of Policy**

It is the policy of the School District of Newberry County that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of SDNC to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the School District of Newberry County will comply with this SDNC policy.

<p><b>The School District Of Newberry County</b>  Administrative Offices  3419 Main Street, Newberry, SC 29108</p> 	<p><b>Request for Proposal:</b> OPS-IT-2018-006</p> <p><b>Date Issued:</b> August 16, 2018</p> <p><b>Procurement Director:</b> Bryan Gresham</p> <p><b>Phone:</b> (803) 321-2600</p> <p><b>Fax:</b> (803) 321-2604</p> <p><b>E-Mail Address:</b> bgresham@newberry.k12.sc.us</p>	
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**Iran Divestment Act**

**Project: IT Temporary Professional**

**Attachment 1 of 3**

IRAN DIVESTMENT ACT OF 2014 (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control 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/PSIPS-irandivestment.phtm> 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>Vendor Name (Printed)</b>	<b>Taxpayer Identification No.</b>
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I, the official named above, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List

X \_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Request for Proposal:** OPS-IT-2018-006

**Date Issued:** August 16, 2018

**Procurement Director:** Bryan Gresham

**Phone:** (803) 321-2600

**Fax:** (803) 321-2604

**E-Mail Address:** bgresham@newberry.k12.sc.us

**REFERENCE FORM**

**Project: IT Temporary Professional**

Attachment 2 of 3

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

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

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

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

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

**Company Address** \_\_\_\_\_

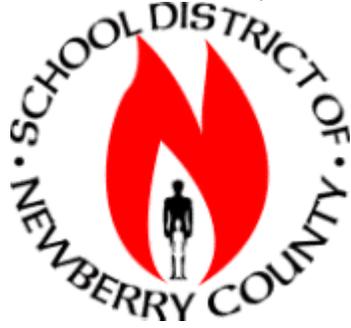
**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

Bidder/Company name (Please print): \_\_\_\_\_

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Request for Proposal:** OPS-IT 2018-006

**Date Issued:** August 16, 2018

**Procurement Director:** Bryan Gresham

**Phone:** (803) 321-2600

**Fax:** (803) 321-2604

**E-Mail Address:** bgresham@newberry.k12.sc.us

**Statement of Acceptance**

**Project: IT Temporary Professional**

**Attachment 3 of 3**

I, the undersigned, have read Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

\_\_\_\_\_  
Proposal Preparer (please print)

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

\_\_\_\_\_  
Proposal Preparer (signature)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address (if available)