REQUEST FOR PROPOSALS (RFP)
Technology Device Buyback Program

RFP TITLE	**PT2025.3 Technology Device Buyback Program** Please use this title for all correspondence.
CONTACT PERSON	**The contact person for this RFP is:** Melissa Saul Coordinator of Procurement 100 Tarrar Springs Road Lexington, SC 29072 **Email:** msaul@lexington1.net
INQUIRIES	Please direct all inquiries via email to the contact person named above. **No telephone inquiries accepted.**
AWARDS & AMENDMENTS/ADDENDA	Any addenda will be posted on the Lexington County School District One webpage: https://www.lexington1.net/departments/procurement/solicitations-awards
CLOSING DATE/TIME	**The closing time is: ~~January 27, 2025~~, 3:00PM February 5, 2025**
NUMBER OF COPIES TO BE SUBMITTED:	One (1) Hard Copy Original & One (1) USB containing a PDF version of the Original Proposal and a REDACTED Copy

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW:

PHYSICAL/MAILING ADDRESS:

Lexington School District One
Attn: Procurement Services
100 Tarrar Springs Road
Lexington, South Carolina 29072

Emailed Bids will NOT be accepted.

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

RFP Anticipated Dates	
Request for Proposal Issued	January 7, 2025
Pre-Proposal Conference	~~January 14, 2025 2:00 PM ET~~ Time has Passed ~~Video call link: https://meet.google.com/vyh-core-tra~~ ~~Or Dial: (US) +1 541-623-0574 PIN: 758 695 450#~~
Last Date for Submission of Questions	January 17, 2025 3:00 PM ET
Request for Proposal Due	~~January 27, 2025~~ 3:00 PM ET
Review of Proposals	~~February 4, 2025~~ February 18, 2025
Intent to Award	~~February 14, 2025~~ March 5, 2025

The timing and sequence of events resulting from this RFP may vary and shall ultimately be determined by Lexington County School District One.

(Complete & Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	**NOTICE ADDRESS** (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)	
	Phone	
	Fax	
	E-Mail	
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____**Payment Address same as Home Office Address** ____**Payment Address same as Notice Address** (check only one)	**ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)** ____**Order Address same as Home Office Address** ____**Order Address same as Notice Address** (check only one)	

ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT **(See "Discount for Prompt Payment" clause)**		**10 Calendar Days (%)**	**20 Calendar Days (%)**	**30 Calendar Days (%)**	**___Calendar Days (%)**

MINORITY PARTICIPATION
Are you a South Carolina Certified Minority Vendor? Yes _____ No_____

If yes, South Carolina Certification # _____

I Certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
I hereby agree to all terms and conditions outlined in this document, confirm that my offer will remain valid for 120 days, and certify that I have the authority to sign on behalf of the offeror.

Authorized Signature:

Name (typed or printed):

Title:

Email:

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES

~~Lexington County School District One is soliciting proposals from qualified contractors to provide a Technology Device Buyback Program solution for a surplus of macOS, iPadOS, and ChromeOS devices. The awarded contract will be a cooperative contract among listed South Carolina School Districts as authorized in Lexington One's procurement code.~~

Lexington County School District One, representing itself and other South Carolina School Districts participating in Cooperative Purchasing, is soliciting proposals from qualified contractors to provide a Technology Device Buyback Program that must include a Community Sale component. This program will manage surplus student, staff, and teacher devices, including but not limited to macOS, iPadOS, and ChromeOS devices. The resulting contract will be a cooperative contract among the participating South Carolina School Districts, as authorized by Lexington One's procurement code.

MAXIMUM CONTRACT PERIOD - ESTIMATED

Start date: ~~**2/15/2025**~~ **3/06/2025** End date: ~~**2/14/2030**~~ **03/05/2030**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

This is a one-year contract with four one-year renewal options. The maximum contract life is five years.

COOPERATIVE PURCHASING AUTHORIZED The Lexington County School District One Procurement Code allows participation in cooperative purchasing. This solicitation will sponsor cooperative purchasing with the following entities: Anderson School District Five, Anderson School District One, Anderson School District 3, Berkeley County School District, Cherokee County School District, Chester County School District, Colleton County School District, Fairfield County School District, Florence One School District, Darlington County School District, Greenwood School District 50, Horry County School District, Kershaw County School District, Laurens County School District 55, Lexington School District Two, Orangeburg County School District, Richland County School District One, School District Five of Lexington and Richland Counties, School District of Newberry County, School District of Oconee County, School District of Pickens County, Spartanburg County School District Two, Spartanburg County School District Five, Spartanburg County School District Six, Spartanburg County School District Seven, Williamsburg County School District, York School District One.

Districts shall use these cooperative contracts as needed - use is not mandatory.

Lexington County School District One shall allow interested K-12 entities located in South Carolina to be included during the contract term. Interested Districts shall email msaul@lexington1.net.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.lexington1.net/solicitations-awards

(b) Offerors shall acknowledge receipt of any amendment to this solicitation

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on Page Two,

(3) by letter, or

(4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of fifty thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). 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 and 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.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE

The South Carolina Code of Laws is available at https://www.scstatehouse.gov/code/t11c035.php
The District's Procurement Code is available at: https://www.lexington1.net/departments/procurement

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 the bid schedule.

DEADLINE FOR SUBMISSION OF OFFER

Any offer received after the Procurement Officer or their designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Procurement Office or the District Office's mail room which services that Procurement Office prior to the bid opening which is located at the physical address on the first page of the solicitation.

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.
AGREEMENT – means the written agreement, consisting of the agreement documents signed between the District and the successful proponent pursuant to this RFP and the successful proposal.
AGREEMENT DOCUMENTS – means the instructions to proponents, scope of service, addenda, response to the RFP, and the acceptance of proposal together with all subsequently negotiated agreements, written amendments, modifications, and supplements to such documents and all written authorizations signed by the administrator(s) amending, deleting, or adding to the contract.
BOARD – means the Lexington School District One 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.

DISTRICT – means Lexington County School District One.
MUST, MANDATORY, REQUIRED, or SHALL – means a requirement that must be met in order for a proposal to receive consideration.
OFFER – means the bid or proposal submitted in response to 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."
PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.
PROPOSAL – means the Proponent's response to this "RFP".
REQUIREMENTS – means those services described in the Scope of Service section of this RFP.
SHOULD or DESIRABLE – means a requirement having a significant degree of importance to the objectives of the RFP.
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 the Contractor as a part of the Contractor's agreement arising from this solicitation.
WORK - means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
YOU and YOUR – means Offeror.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

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

DRUG FREE WORKPLACE CERTIFICATION

By submitting an Offer, the Offeror certifies that, if awarded a contract, they will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

ETHICS ACT

Ethics Certificate: By submitting an offer, Offeror certifies that it 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.

OMIT TAXES FROM PRICE

Do not include any sales or use taxes in Your price that the District may be required to pay.

OPEN TRADE REPRESENTATION

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PROTESTS

Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall (i) submit notice of their intent to protest within seven business days of the date notification of award is posted in accordance with the District's Procurement Code, and

(ii) submit their actual protest within 15 days of the date the award notice is posted. Both protests and notices of intent to protest must be in writing, submitted to the appropriate Chief Procurement Officer. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [Article 17 - 4210 of the District's Procurement Code]

The rights and remedies granted under Article 17 – 4210 are not available for contracts with an actual or potential value of up to fifty thousand dollars.

PUBLIC OPENING

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to and received no later than the date found on the Cover Page of this solicitation via email, or mail. Please send questions to:

Mailing Address: Lexington County School District One
Attn: Procurement Department, Melissa Saul
100 Tarrar Springs Road
Lexington, South Carolina 29072

Ref: Solicitation Number and Title

Email: msaul@lexington1.net
Subject Line: Reference Solicitation Number and Title

Failure to address email correctly may result in your question being discovered after the question deadline and not being answered.

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. [Article 5 - 1710 of the District's Procurement Code]

RESPONSIVENESS/IMPROPER OFFERS

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

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

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, *you agree not to discuss this procurement activity in any way with the District or its employees, agents or officials*. All communications must be solely with the Procurement Officer. 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 the District or its employees, agents or officials prior to award*.

SIGNING YOUR OFFER

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

DISTRICT OFFICE CLOSINGS

If an emergency or unanticipated event interrupts normal District Office processes so that offers cannot be received at the District Office 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 normal District Office processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If the District Office is closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of

a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410.

You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless Lexington County School District One, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or 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 – (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 bidder.

(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 email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES

Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at $25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

TAXPAYER IDENTIFICATION NUMBER

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether

(i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(ii) Offeror is an agency or instrumentality of a state or local government;

(iii) Offeror is an agency or instrumentality of a foreign government; or

(iv) Offeror is an agency or instrumentality of the Federal Government

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 Article 5 – 1520 of the District's Procurement Code.

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL

~~Pre-Bid/Proposal Conference Date and Time:~~	~~**See Date on Page One (1)**~~ **Time has Passed**
~~Location of Pre-Bid/Proposal Conference:~~	~~**PT2025.3 Technology Device Buyback Program**~~
	~~Tuesday, January 14 – 2:00 – 3:00pm~~
	~~Time zone: America/New_York~~
	~~Google Meet joining info~~
	~~Video call link: https://meet.google.com/vyh-eore-tra~~
	~~Or Dial: (US) +1 541 623 0574 PIN: 758695450~~
	~~More phone numbers:~~
	~~https://tel.meet/vyh-eore-tra?pin=8830535887624&hs=0~~

Due to the importance of all Offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential Offerors will be held on the date specified above. Have a copy of the solicitation ready so you can follow the discussion. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

CONTENTS OF OFFER

(a) Offers should be complete and carefully worded and should convey all of the information requested.
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal.
(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening.

PROTESTS

Any protest must be addressed to the Chief Financial Officer, Lexington County School District One, and submitted in writing by e-mail or post-delivery as follows:

Mailing Address: Lexington County School District One

Procurement Services, Chief Procurement Officer
100 Tarrar Springs Road
Lexington, South Carolina 29072

Ref: Protest – Solicitation Number

Email: jmiller@lexington1.net and msaul@lexington1.net
Subject Line: Protest - Ref: Solicitation Number

III. SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

See attached Scope of Work/Specifications.

BIDDING SCHEDULE

See attached Bidding Schedule.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:
Lexington County School District One
Operations Center
948 Pisgah Church Road
Lexington, SC 29072

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL

You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

You shall submit a **Technical Proposal** and a **Price Proposal** of your offer in separate and distinct documents. **In addition to your original offer, you are STRONGLY ENCOURAGED to submit a redacted copy of the Technical Proposal.**

Instructions for Technical Proposal
The Technical Proposal shall be arranged in the following order:

Section 1 – Introductory Documents

1. Cover Page of this solicitation – Page 1 of Offeror's proposal
2. Page Two of this solicitation – Page 2 of Offeror's proposal
3. Executive Summary – A one or two-page executive summary to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.
4. All documents necessary for the District to sign if an award is made must be included in the offeror's submission in this section. These documents should be clearly labeled as "samples." Failure to comply may lead to the cancellation of the award.

Section 2 – Technical Approach

1. Affirm that your Offer complies with all requirements of this solicitation and respond to each requirement outlined in the *Scope of Work/Specifications* contained in Attachment 1 to this solicitation, point-by-point. Each response should clearly indicate whether your proposal meets or exceeds these minimum requirements, as appropriate. Offerors should explain in detail the method(s) used to meet or exceed each requirement. It is very important to state the RFP requirement and then respond below it.
2. Provide a work plan description, which includes a detailed proposed project schedule by task, a list of tasks, activities and/or milestones that will be employed to administer the project, and the task assignments of staff members and level of effort for each linked to the Price Proposal (Do NOT place any pricing in the Technical Proposal).

Section 3 – Offeror's Qualifications and Experience

1. A detailed descriptive statement indicating the Offeror's credentials to deliver the services sought under this RFP, including a description of your experience in providing Technology Device Community Buyback Programs for School Districts, specifically South Carolina K-12 Districts..
2. A detailed description of the Offeror's background and organizational history to include:
   (a) years in business;
   (b) location of offices;
3. Provide a list (with points of contact and their contact information) of all South Carolina school districts in the last two years that you provided the proposed solution.
4. Provide three references for which you have provided similar work. Include the following:
   A. Name of organization for whom and how long you provided services
   B. Name and title of individual at that organization who will provide a reference
   C. Physical address, email address, and telephone number of that individual

<u>Instructions for Price Proposal</u>

Pricing information **<u>shall not</u>** be provided in the Technical Proposal under any circumstances. In addition to information requested elsewhere in this solicitation, the Price Proposal must be clearly identified and must include a copy of Page 1 & Page 2 of this solicitation.

Offeror is to provide a thorough and detailed presentation of all guaranteed payout values during the contract performance, broken out as stated in **Section VIII**. Also include any potential fees or deductions.

Recommended Sale Price to Community.

See ***Section VIII – Bidding Schedule/Price-Business Proposal for the submittal requirements of the Price- Business Proposal..***

MINORITY PARTICIPATION

See Page Two of the solicitation.

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. [Article 5 – 1810 of the District's Procurement Code]

District Standards of Responsibility: Factors to be considered in determining whether the District standards of responsibility have been met include whether a prospective contractor has:

- available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- a satisfactory record of performance;
- a satisfactory record of integrity;
- qualified legally to contract with the District and State; and
- supplied all necessary information in connection with the inquiry concerning responsibility.

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS

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

AWARD TO ONE OFFEROR

Award will be made to one Offeror.

EVALUATION FACTORS -- PROPOSALS

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.

Proposal Evaluation Criteria:

(1) TECHNICAL APPROACH

The evaluation panel will use the information submitted in response to *Part IV. Information for Offerors to Submit*, Section 2 – Technical Approach, 2.1 through 2.2, to evaluate this criterion.

(2) PRICE

The evaluation panel will use the information submitted in the Price Proposal to evaluate this criterion.

(3) OFFEROR'S QUALIFICATIONS AND EXPERIENCE

The evaluation panel will use the information submitted in response to *Part IV. Information for Offerors to Submit*, Section 3 – Offeror's Qualifications and Experience, 3.1 through 3.4, to evaluate this criterion.

After evaluation, the scores will be totaled and proposals will be ranked. In the case of a tied score for the second-place ranking, the proposal involved in the tie which scored the highest sum for Technical Approach, and Qualifications/Experience, per Evaluator, shall be determined to be one of the two highest-ranked Offerors. In the case of a subsequent tie, the proposal involved in the tie which scored the highest for Technical Approach per Evaluator shall be determined to be one of the two highest-ranked Offerors.

NEGOTIATIONS

The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest-ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If a contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY - GENERAL

(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 the Using Governmental Unit. This notification shall be furnished within two (2) 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 State 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 State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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.

CONTRACT DOCUMENTS and 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) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISPUTES

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate 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 located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the 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 the 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 as the Notice Address on Page Two 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.

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.

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.

FIXED PRICING REQUIRED

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION

Any term or condition is void to the extent it requires the District to indemnify anyone for any reason.

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. (B) Notice to contractor shall be to the

address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PUBLICITY

Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

SURVIVAL OF OBLIGATIONS

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.

TAXES

Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to the Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. The Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to Contractor, the Contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on the Contractor’s net income or assets shall be the sole responsibility of the Contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, the Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. The Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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.

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.

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES

(1) 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 [State] 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.

(2) 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 State promptly and duly makes 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 State 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.

COMPLIANCE WITH LAW

During the term of the contract, the Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE -- PRE-PERFORMANCE

Unless waived by the Procurement Officer, a pre-performance conference between the Contractor, District, and Procurement Officer shall be held at a location selected by the District within five days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful Contractor or their duly authorized representative shall be required to attend at the Contractor's expense.

CONTRACTOR'S OBLIGATION -- GENERAL

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.

DEFAULT

(a)(1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of

such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

ILLEGAL IMMIGRATION

(An overview is available at www.procurement.sc.gov) 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.

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, the Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Lexington County School District One, its instrumentalities, agencies, departments, boards, and all their respective officers, agents, and employees.

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify the contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitees may participate in the contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the Lexington County School District One, its instrumentalities, agencies, departments, boards, and all their respective officers, agents, and employees.

INDEMNIFICATION - INTELLECTUAL PROPERTY

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The District shall allow the Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The District shall allow the Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall reasonably cooperate with the Contractor's defense of such claim.

(b) In the event an injunction or order shall be obtained against the District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either:

(1) procure for the District the right to continue to use, or have used, the acquired item, or
(2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the District.

If neither (1) nor (2), above, is practical, the District may require that the Contractor remove the acquired item from the District, refund to the District any charges paid by the District therefor, and take all steps necessary to have the District released from any further liability.

(c) The Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by the Contractor's compliance with specifications furnished by the District unless the Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by the Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to the Contractor and failed to identify such product to the Contractor.

(d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade

secret, or any other proprietary right. “Acquired item(s)” means the rights, goods, or services furnished under this agreement. “Specification(s)” means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

(e) The Contractor’s obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

OWNERSHIP OF DATA and MATERIALS

All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

PRICE ADJUSTMENTS

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the District’s Procurement Code.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY- Modified

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be decreased during the initial term. Any request for a price ~~increase~~ decrease must be received by the Procurement Officer at least 90 days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the ~~decrease~~. If approved, a price ~~increase~~ decrease becomes effective starting with the term beginning after approval. A price ~~increase~~ decrease must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price ~~increase~~ decrease request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than 15 days after the Procurement Officer sends contractor notice rejecting the requested price ~~increase~~ decrease.

PRICING DATA -- AUDIT -- INSPECTION

[Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the District may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the District.

PRIVACY – WEB SERVICES

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the District. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, the Contractor shall provide written confirmation of compliance with this clause.

RELATIONSHIP OF THE PARTIES

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- OPTION TO RENEW

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless the Contractor receives notice that the District elects not to renew the contract at least 30 days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR

The Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE

(1) **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.

(2) **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 District. 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 Section 11-35-1830 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) The 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) The 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 District beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: Offeror is to provide a thorough and detailed presentation of all costs to be incurred by the District during the contract performance, and guaranteed payout values broken out by condition of devices.

Price Proposal Must Document the following clearly and separate for evaluation purposes:

Proposal price shall constitute the total value to LCSD1 for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts.

1. Provide a guaranteed minimum value per device type that will serve as a guaranteed minimum payment for each device sold by the district, achievable regardless of grading results.
2. Providing a maximum value per device type (Grade A) that will serve as the upward potential value for each device sold by the district, achievable after grading results are finalized.
3. Price for devices broken down by Grades A-F. (Defined in the proposal).
4. Recommended Sale Price for Community Buyback Program Online Store.
5. Include Attachment Two - Pricing Worksheet

During the term of the contract, items that may not have been included on the initial proposal may be included by mutual agreement of the successful proposer and the participating School District. The participating School District shall notify the successful proposer, in writing, of its intent to include new items under this contract. The successful proposer must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST

The following documents are attached to this solicitation:

- **Attachment One – Scope of Work/Specifications**
- **Attachment Two - Pricing Worksheet**
- **Attachment Three – Offeror's Checklist**

Attachment One

Background

Lexington One is a political and corporate body of the State of South Carolina. The legally constituted governing body of the district is the Board of Trustees. The Board is composed of seven members who reside within the boundaries of the district.

The District serves more than 27,000 students from Pre-Kindergarten to Grade 12 with more than 4,400 employees (not including substitutes) and 32 schools (18 elementary schools, eight middle schools, five high schools, one technology center). The district also offers an early college program, an adult education program and an alternative education services program. The 360 square miles that make up Lexington One stretch from the banks of Lake Murray to the county's southern border with Aiken County. Our district occupies 48% percent of the county's 699 square miles and is one of the county's major employers. Lexington One students and employees receive recognition year after year for excellence in academics, athletics, fine arts, community service and more.

SCOPE OF WORK

The district is seeking to partner with a technology surplus purchasing vendor/s who can meet current and future technology buyback requirements for the district's ongoing technology refresh projects. The partner shall commit to a transparent and efficient buyback process, ensuring devices are handled securely, responsibly, and with minimal disruption to our District operations. The partner shall also share our commitment to excellence in education and understand the importance of maintaining the integrity and security of our technology resources. The buyback process shall be executed with the utmost professionalism and alignment with our strategic and operational goals.

The most recent models of devices available for buyback are listed in Exhibit A. The devices listed in Exhibit A were housed in a Logitech Rugged Combo 3 case and were covered by AppleCare+ for Schools for three years. The devices will be collected and transported to a central location for the awardee.

Lexington County School District One invites proposals to provide a solution, which at a minimum must include the following:

1. White glove service at no additional cost to Lexington County School District One including:
    - Protective packing of devices provided by the contractor.
    - Packaging and boxing items in master cartons provided by the contractor.
    - Palletizing and securing products for shipments.
    - Loading freight vehicles including company vans, trucks or third-party LTL provided by contractor. Providing pallet jack and vehicles with a lift gate to access various locations for pickup.
    - Producing onsite inventory counts and generating signed inventory sheets at the conclusion of pick up and verified by LCSD1 representative.
    - Ensuring all activities performed by badged, background checked, employees of the contractor.
    - Furnishing all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the contractor to provide and deliver the Services and Deliverables.
2. Contractor certification that all devices will be wiped according to the latest NIST data sanitization standards. https://csrc.nist.gov/pubs/sp/800/88/r1/final
3. Contractor will provide a data destruction certificate and certificate of completion for evaluation by the District for all destroyed devices.
4. Contractor will also certify that all devices will be permanently cleansed of District identifiers like adhesive asset tags, stickers, etc.
5. Contractor will not deduct from the offer price based on missing or broken cables or chargers.

6. Provide a clear and consistent grading rubric used to determine the final value of each device within the Request for Proposal. This grading rubric shall include A-F grades and associated grading criteria that determines each grade.

7. Provide an itemized report after grading is complete summarizing the following data for each device collected by the vendor:

- Device type
- Specific model
- Serial number
- Battery cycles/condition
- Final letter grade (A-F)
- Final payment amount

8. Payment Terms - Contractor will provide a payment of 50% of the guaranteed (minimum grade)value to be paid upon initial collection, with the remaining balance payable within 45 days of the itemized report.

9. Provide a clear scope of Community Buyback program and online store. The Community Buyback program is only required to include the macOS, ipadOS, and ChromeOS devices. Other IT infrastructure, material, and accessories do not need to be included.

The following conditions apply to buyback devices and shall be considered as requirements:

a. Unless otherwise provided by the contractor, all inventory will be sold "as-is and where-is" with no guarantee or warranty, expressed or implied as to the marketability, description, fitness, correctness, or condition of the item(s).

b. The bidder bears the entire risk of the inventory quality and performance. Except as explicitly provided, if a Device proves defective after purchase, the bidder (and not the seller) assumes the entire cost of all servicing or repair.

c. The bidder will provide a minimum price guarantee per device. This minimum will be paid regardless of condition. The bidder will also provide a list of premiums that would increase the price above the guaranteed minimum amount.

- The offer will not be lowered due to cosmetic conditions or engravings.
- Cosmetic conditions include case discoloring, scratches, engravings, marker, asset tags, dirt, sticker residue, and dings or corner dents.

10. Other IT infrastructure, material, and accessories

Proposer shall include any information regarding their company and what additional services for surplus IT items, if any, are offered.

Exhibit A:

Current Models

iPad (gen 6th+) -

~~Memory~~ Storage - 32Gb

Screen - 9.7 inch

Macbook Air -

Solid State Drive = 128GB

Memory = 8GB

Screen = 13 inch

Chromebook 3100

Chromebook 3110

Attachment Two

FOR EVALUATION PURPOSES ONLY

Device Pricing Worksheet

DEFINE EACH GRADE IN TECHNICAL PROPOSAL						
Device	**Qty**	**Grade A**	**Grade B**	**Grade C**	**Grade D**	**Grade F**
		Maximum Price Guaranteed				Minimum Price Guaranteed
ipad (gen 6th) Storage - 32Gb Screen - 9.7 inch	1	$	$	$	$	$
Macbook- Solid State Drive - 128GB Memory - 8 GB Screen - 13 inch	1	$	$	$	$	$
Chromebook 3100	1	$	$	$	$	$
Chromebook 3110	1	$	$	$	$	$
Total Maximum Price		$	**Total Minimum Price**			$

Community Buyback Program Pricing Worksheet

Device	**Qty**	**Recommended Community Buyback Pricing Per Unit with chargers**	**Recommended Buyback Community Pricing Per Unit with chargers**
ipad (gen 6th Memory - 32Gb Screen - 9.7 inch	1	$	$
Macbook Air- Solid State Drive - 128GB Memory - 8 GB Screen - 13 inch	1	$	$
Chromebook 3100	1	$	$
Chromebook 3110	1	$	$

Attachment Three

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

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

- Do not include any of your standard contract forms.

- Unless expressly required, do not include any additional boilerplate contract clauses.

- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the District's mandatory requirements.

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL DATA. **Do not mark your entire bid/proposal as confidential, trade secret, or protected. Do not include a legend on the cover stating that your entire response is not to be released.**

- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

- Make sure your Bid/proposal includes the number of copies requested.

- Check to ensure your Bid/proposal includes everything requested.

- If you have concerns about the solicitation, do not raise those concerns in your response. **After opening, it is too late. If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process.** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.