



**Lexington County School
District One
AMENDMENT OF SOLICITATION**

PT2025.3 Technology Device Buyback Program

Solicitation
Number:
Date Issued:
Procurement
Officer:

PT2025.3

1/27/2025

Melissa Saul

Phone:
Email:

803-821-1181

msaul@lexington1.net

AMENDMENT/MODIFICATION NO: **Two**

1. ISSUED BY: **Lexington County School District One
100 Tarrar Springs Road, Procurement Office
Lexington, South Carolina 29072
Attn: Melissa Saul, Coordinator of Procurement**

2. CONTRACTOR'S NAME AND ADDRESS:

3. AMENDMENT OF SOLICITATION NO.:
PT2025.3

4. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS:

THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN BLOCK 5.

5. DESCRIPTION OF AMENDMENT: **Solicitation amended & Vendors Questions Answered.**

6. CONTRACTOR/OFFEROR IS TO SIGN THIS DOCUMENT AND SUBMIT WITH THEIR RESPONSE TO THE SOLICITATION. FAILURE TO RETURN WITH BID MAY RESULT IN REJECTION OF YOUR OFFER.

7. CONTRACTOR'S SIGNATURE

8. CONTRACTOR'S NAME AND ADDRESS:

BY : _____

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

9. DATE SIGNED : _____

10. LEXINGTON SCHOOL DISTRICT ONE

11. NAME AND TITLE OF AUTHORIZED

BY: Melissa Saul

REPRESENTATIVE

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

Melissa Saul

12. DATE SIGNED: **1/27/2025**

Coordinator of Procurement

AMENDMENT 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: <https://www.lexington1.net/departments/procurement>

(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.

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: RED TEXT IS **ADDED** TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED.

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, **Clover 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.

VII. TERMS AND CONDITIONS -- B. SPECIAL

~~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.~~

Amendment Two

~~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.

PRICE ADJUSTMENTS

(a) Annual CPI Adjustment: Within 90 days of end of each term of the effective date of this Agreement, the awarded contractor **must** request a review of maximum guaranteed device prices to initiate adjustments (**plus or minus**) based on the percentage change in the [Consumer Price Index \(CPI\) for All Urban Consumers \(CPI-U\)](#), U.S. City Average, All items, as published by the United States Bureau of Labor Statistics. The adjusted prices shall be calculated as follows:

Adjusted Price = Original Price * (1 + (Current CPI - Base CPI) / Base CPI)Where:

- "Original Price" is the maximum guaranteed price listed in the Device Pricing Worksheet or the most recent adjusted price.
- "Current CPI" is the CPI-U for the month of the anniversary date.
- "Base CPI" is the CPI-U for the month in which this Agreement is effective.

(b) Market-Based Adjustment: In the event of a significant market shift, either party may propose a price adjustment outside of the annual CPI adjustment. A significant market shift shall be defined as a change of **10%** or more in the average market price of comparable surplus computer equipment within a three month period. The party proposing the adjustment shall provide evidence of the market shift, such as pricing data from reputable resellers or industry publications. Both parties shall negotiate in good faith to determine the adjusted prices. If the parties cannot agree on the adjusted prices within 30 days of the request, then each party will have the option to terminate the contract under termination for convenience clause.

(c) Effective Date of Adjustments: Any price adjustment made under this provision shall be effective on the first day of the month following the date on which the adjustment is finalized.

End Modifications

Vendor Questions and District responses:

Question 1: Can you provide sample serial numbers for the Macbooks so we can verify specs on the machines?

District Response: Yes.

FVHYD1F5J1WK
FVHYDP4XJ1WK
FVFIG16SJ1WK
FVIFYATDJ1WK
FVHYDF8GJ1WK
FVHYF9SXJ1WK
FVFIG0G8J1WK
FVHYDK38J1WK
FVHYF9TJ1WK
FVHYFAEVJ1WK
FVHYFABXJ1WK
FVHYFJ33J1WK

Amendment Two

- Question 2: Will the Macbooks include AC Adapters?
District Response: We will have a surplus of the AC Adapters (Will not be a 1:1 ratio. We are hoping to get at least 90% of them back from the students.)
- Question 3: Do you have an estimated quantity available for the iPads and Macbooks?
District Response: We are planning to deploy new devices to the Juniors (over 1200) this school year. Every year we graduate about 1600 seniors, our plans will be to surplus the majority of Senior devices.
- Question 4: Clarify(ing) the number of devices included in this buyback. I did not see a quantity in Exhibit A.
District Response: See Question #3
- Question 5: Can you provide some sample serial numbers for the Macbooks?
District Response: See question #1
- Question 6: We realize this is a contract and the quantities will change, but could you provide estimated quantities of each device type per month or per year? Or if you have historical quantities, that would be helpful as well.
District Response: Around 1,200 a year.
- Question 7: Can you tell us all of the different model numbers you will have for the Macbooks?
District Response: Macbook Airs - See question #1 for a sample of serial numbers.
- Question 8: I have a few questions about the RFP posted earlier this month, namely if there is an idea of how many iPads or how many Macbooks would be available, and what the Community Sale component to the bid proposal should include. Hope to hear from you soon.
District Response: See questions #1 and #6
We are not yet sure we will have iPads available this academic year, but anticipate future numbers to be around 1200 per year starting with 6th gen iPads.
- Question 9: In the new addendum for Bid PT2025.3 Technology Device Buyback Program, you have included a new bullet within the scope of work. Can you clarify or breakdown the surplus items/materials you are referring to with IT infrastructure – type of material or services you are looking for?

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.
- District Response: Cisco Routers, Switches, and Access Points
Servers, Computers, Laptops and Monitors
We take the hard drive from Servers, Windows Computer/Laptops where possible
We wipe the Macbooks
Document cameras, Projectors, Screens, and Smartboards
Security Cameras
Printers and Copiers
- Question 10: Will sample Serial Numbers be provided for each of the devices listed in the proposal? Those will be needed in order to bid accurately.

- District Response:
- iPad
 - FPLDG0LNJF8J
 - FPLGQ0U3JF8J
 - F6QGX0QDJF8J
 - b. Macbook Air (See Question #1)
 - c. Dell Chromebook 3100
 - 4XH18C3
 - B2H9RV2
 - DHBXPV2
 - d. Dell Chromebook 3110
 - F9THNQ3
 - 2ZQWNQ3
 - 1TT1PQ3

Question 11: Can you please let me know if you can offer any further clarification on the questions listed below that we still have regarding this proposal?

- a. Regarding the redacted copy, can you explain further what information you intend to have protected so that we can match that expectation with our redacted copy. Additionally, can you confirm if we only need a redacted copy of the technical proposal?
- b. Will the exact amount of devices be revealed before the deadline to submit a proposal?
- c. Regarding exhibit A that references the devices being included in this auction, can you give any further specs before the proposal deadline such as the ones listed below to accurately identify the MacBook model being targeted?
 - o MacBook Air or MacBook Pro
 - o Model Number
 - o Model Year
 - o Sample serial numbers
- d. Does the A-F grading scale referenced in this RFP have to include exactly 6 grades or can there be fewer? Can the grades themselves be tied and labeled to our own grading scale or do they have to be tied exactly to letters A/B/C/D/E/F?
- e. Can the community buyback program be solely embedded in an online store option with potential coupon codes or does another option need to be presented? Additionally, are there any pricing expectations/restrictions or can we consistently price according to market price?
- f. Will certified NIST erasure reports still be required as listed under the Scope of Work on the RFP? On the conference call, one of your IT representatives mentioned all of these devices already being wiped and this not being necessary. Can you offer final confirmation on this matter?

- District Response:
- A. As a political subdivision we have to adhere to the Freedom of Information act. If there was a FOIA request we would send your redacted copy if provided so please redact any confidential information. Yes, just the technical proposal

Amendment Two

- B. See questions: #1 and #6
- C. The information you are seeking can be found by the serial numbers we have provided for questions #1 and #10..
- D. They can be fewer. The price evaluation will be based on the minimum and maximum prices provided in the Device Pricing Worksheet included in Amendment One, Attachment Two. There must be at least a Grade A and a Grade F.
- E. Only an Online Store option is required. Recommended pricing should be included on the Device Pricing Worksheet included in Amendment One, Attachment Two.
- F. Yes, it will be required.

Question 12: What devices should be included in the pricing proposal?

District Response: Amendment One, Attachment Two is a Device Pricing Worksheet.

Question 13: I didn't see anything in the RFP regarding certifications, are you requiring recycling or data destruction certifications? Like R2v3, e-Steward or NAID.

District Response: They are not required but are preferred. Please include any certifications in the technical proposal.

Question 14: When do you anticipate the first round of devices being collected and ready for pick-up?

District Response: Mid April for the first
End of May for the second
All future should be at the end May

Question 15: Are the laptops etched/engraved?

District Response: No

Question 16: For the record - SLM asked if the Apple Care is active or expired.

District Response: Yes, Apple Care has expired

Question 17: Do you expect chargers to be 1:1?

District Response: The power adapter will not be 1:1 (90% - 95%)

Question 18: Will devices from other districts be centralized in L1's facility or will pickups be necessary from each district?

District Response: No, Lexington County School District One will not be a pickup location for participating school districts.

Question 19: Can you add additional items (high level) as an addendum so that you can ensure that the winning bidder will actually be able to take/purchase those items? (Switches, Desktops, etc.)

District Response: See question #9 for examples of additional items. The ability to purchase these items is an evaluation factor, not a requirement.

Question 20: Do you have an estimate on the qty for each model? We wish to bid as competitively as possible, hard to do without an idea of how many devices we are looking at.

District Response: See Question #6

Question 21: Do you expect chargers to be 1:1?
Are all devices guaranteed in full working condition?

District Response: See question 17. No, not all devices will be in full working condition.

Amendment Two

Question 22: What cosmetic issues if any can be expected?

District Response: Sticker Glue on some devices.

Question 23: Do you have any further specs on the models? Sample SN# 's for each model?

District Response: See Question #1 and #10

Question 24: How often will pick up be available/required?

District Response: Once a year, possibly twice a year

Question 25: What is the duration of this contract once awarded?

District Response: 5 years

Question 26: Can we schedule an in-person walkthrough for on-site evaluation of some of these devices?

District Response: The devices are not available at this time.

Question 27: Are you able to give approximate quantities of the devices that will be available in this first buyback?

District Response: See Question #3.

Question 28: Our quotes are usually good for 30 days. To meet RFP requirements, we can ensure these are extended to 90 days but ideally we would provide new quotes each time a buyback and/or recycling load becomes available because of the fluctuating market. Are you able to amend the RFP to allow for new quotes rather than needing to submit price "reductions" with 90 days notice? As it is currently worded, we would need to submit new quotes every month to ensure that we are meeting the 90 days notice on price changes.

District Response: See Solicitation Amendment section of Amendment 2 (this amendment).

End Amendment