	Spartanburg County School District Four	Solicitation Number:	062026-1
		Date Issued:	06/11/2023
		Procurement Director:	Stephanie Hurst
		Phone:	(864) 476-3186
	REQUEST FOR BID	E-Mail Address:	shurst@spartanburg4.org

DESCRIPTION: **DEVICE CHARGING CARTS AND AC ADAPTERS**

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.

SUBMIT YOUR SEALED OFFER TO:

MAILING/PHYSICAL ADDRESS:
Spartanburg County School District Four
Attn: Stephanie Hurst
118 McEdco Road.
Woodruff, SC 29388

SUBMIT OFFER BY: **JUNE 23, 2026, AT 10:00AM EST**

QUESTIONS MUST BE RECEIVED BY: **JUNE 17, 2026, AT 10:00AM EST AND WILL BE ANSWERED BY JUNE 18, 2026, 5:00PM EST**
(please direct questions in writing to Stephanie Hurst at shurst@spartanburg4.org)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original**

CONFERENCE TYPE: Not applicable DATE & TIME:	LOCATION: District Four Admin Building 118 McEdco Road, Woodruff, SC 29388

AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: www.spartanburg4.org

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.

NAME OF OFFEROR (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)		TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
TITLE (business title of person signing above)		
PRINTED NAME (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by initialing and dating below.

Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

VISA CARD PAYMENT

Will you accept payment with a Visa card? **Yes** _____ **No**_____

PREFERENCES – A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in- state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.**

PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524€(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524€(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

____ In-State Office Address same as Home Office Address
____ In-State Office Address same as Notice Address

INSTRUCTIONS TO OFFERORS

Spartanburg County School District Four is seeking competitive bids to provide
45 Aver Charge x30i device charging carts
1305 Lenovo AC Adapters
Cart Wiring and Delivery

District Four Schools, located in Spartanburg County, comprises of 1 primary school, 1 elementary school, 1 intermediate school, 1 middle school, and 1 high school. In addition to these 5 facilities, there is a central administrative office building, a maintenance complex, and a variety of smaller support buildings for transportation, athletics, and storage.

All bidders must submit one (1) original copy of their bid.

Bids will be accepted until

June 23, 2026 10:00am EST
At the bid opening, each bid will be opened and read aloud.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids may be mailed or hand-delivered to:

Spartanburg County School District 4
RFB
Attn: Stephanie Hurst
118 McEdco Road
Woodruff, SC 29388

Electronic submissions will not be accepted.

Sealed bid packages must include completed copies of pages 1, 2, 14, 15, and 16.
as well as any requirements found in Section III, Scope of Bid, beginning on page 13.

A copy of your current professional/business license should be included in your bid package.

All questions must be addressed to Stephanie Hurst at shurst@spartanburg4.org
INSTRUCTIONS TO OFFERORS

I. GENERAL PROVISIONS

A. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal/bid or to procure any good or service.

B. The Procurement Code and Regulations of District Four Schools of Spartanburg County will govern and supersede any and all documents, proposals and policies, whether stated or implied. The Procurement Code can be found at http://www.spartanburg4.org

C. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

D. Addenda

This solicitation may be amended at any time prior to opening via an addendum. These addendums will be posted on the District website and distributed to any known potential offerors via email. All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addendum with offer, 2) by letter or 3) by submitting a bid that indicates the bidder received the addenda (Page 2 of cover sheet).

The District shall not be legally bound by any amendment or interpretation that is not in writing.

E. Affirmative Action

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.

F. Approval of Publicity Release

The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

G. Authorization and Acceptance

The proposal must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this RFB. It is understood that your proposal is firm for a period of sixty (60) days from the proposal due date.

H. Clarifications

The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, or to seek or provide other information regarding the Offeror's proposal. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his/her proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

I. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to the RFB shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms

who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each part of the proposal they consider to contain proprietary information.

J. Certification Regarding Debarment and other Responsibility Matters

By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; 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 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 of this provision. The offeror also certifies that the 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.

K. District Closings

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

L. Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their proposal.

M. Correction of Errors on the Bid Form

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 proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

N. Insurance

The Vendor shall maintain, throughout the performance of its obligations under the Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Vendor or any of its approved subcontractors or their respective officers, directors, employees or agents.

Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate

limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

The District must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

O. License and Permits

During the term of the contract, the Vendor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the resulting contract. A copy of your current business/professional license should be included with your proposal documents.

P. Offeror's Qualifications

The Offeror must, upon request, furnish satisfactory evidence of its ability to furnish services and equipment in accordance with the terms and conditions of this solicitation. The District reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein. The Offeror is required to complete and return our Business Profile Sheet. No bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

Q. Bid Constitutes Offer

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

R. Preferences - A Notice To Vendors: On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.

1. Preferences - SC/US End-Product: Section 11-35-1524 provides a preference to vendors offering South Carolina end- products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end- product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute.
2. Preferences – Resident Contractor Preference: To qualify for the RCP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).
3. Preferences – Resident Subcontractor Preference: To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor – at the time you submit your bid -- must

directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the District an amount equal to twice the difference between the price paid by the District and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.

4. Preferences - Resident Vendor Preference: To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code)

S. Preparation Expenses

The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Vendor's response to this solicitation.

T. Rejection/Cancellation

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

U. Responsiveness/Improper Offers

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. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

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

V. Subcontracting

The successful Offeror will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this RFB is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.

W. Unlawful Acts

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

X. Withdrawal of Response

A proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the Director of Procurement prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within sixty (60) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

II. TERMS & CONDITIONS

A. Contract Terms

The term of the contract will be the initial year –with an option for the District to renew for four (4) additional one-year terms. The total contract shall not exceed five (5) years total.

B. District or School Regulations

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

C. Background Checks

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as

qualified to do so. In addition, the Vendor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

D. Conduct and Actions of Vendor's Employees

The Vendor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

E. Drug-free Workplace

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C.Code Ann, (1976).

F. Ethics Certification

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

G. Equal Opportunity

The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, immigrant status, English speaking status, ancestry or physical handicap.

H. Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

I. South Carolina Law

Upon award of a contract under this RFB, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state. All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

J. Excess Costs

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

K. Indemnification

The Vendor shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of, or through injury (including death) to any person(s) or damage to any property to any location in which work is located arising out of or suffered through any act or omission of the Vendor.

L. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed requirements.

M. Right to Protest

Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue.

Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall submit an intent to protest within seven business days of the date the award notice is posted and submit the actual protest within fifteen days of the date the award notice is posted. An intent to protest and protest shall be in writing, submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

N. Save Harmless

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the bidder use of material furnished to the Offeror by the District.

O. Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

III. SCOPE OF SERVICES

V. AWARD CRITERIA

Offers will be made to the lowest responsive and responsible bidder.

NEGOTIATIONS/AMENDMENTS: The Procurement Officer may elect to make an award without conducting negotiations. However, he/she may elect to negotiate the pricing or the general scope of work starting with the low bidder or the highest ranked offeror or subsequently ranked offerors as long as the solicitation is not materially changed. Additionally, it is recognized that the School District is a fluid and changing environment and that these changes can include the addition or closing of schools and/or properties, and the offering of new, unforeseen or improved products and/or services generally covered under the overall scope or intent of this solicitation. The contract formed under the award of this solicitation may therefore be mutually amended to include or exclude certain products or services whether a service, product or service and product award was initially issued. This can be accomplished by mutual acknowledgement in written form including email, and this will modify this solicitation and the contract issued pursuant to it.

SPARTANBURG SCHOOL DISTRICT FOUR
BIDDING SCHEDULE

Are you claiming any preferences on this bid? If so, please specify which preferences apply:

_____
_____
_____

Company: _____

Address: _____

Telephone: _____

Date: _____

Signature of authorized official: _____

Print name & title: _____

Email address: _____

BUSINESS PROFILE

Spartanburg County School District Four

Business Name_____

Address_____

Contact Person:_____Phone: _____

Fax Number: _____ E-Mail Address: _____

Workers' Compensation on all employees? Yes ( ) No ( )

Year Business established: _____ Annual Sales (optional): _____

Number of employees: _____

Insurance Company Name/Address:

_____

_____

*Submit a summary of Insurance Policies you have or plan to acquire to comply with insurance requirements

Bank References:

_____

_____

REFERENCES - List businesses and/or schools your firm has performed work for during the past five years.

Name of Firm	Contact Person/Email Address	Description of Work

_____ _____ _____

Signature of person authorized to submit bids Title Date

BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
001 002 003	45 1305 Wiring & Delivery	Each Each Each		

Product Catg: Aver Charge x30i charging carts
1305 Lenovo AC Adapters
Cart Wiring and Delivery

Item Description: Aver Charging Carts and Lenovo AC Adapters, wiring an delivery

Internal Item Number: 3

Question	Mandatory/Optional	Multiple Response Accepted?	Responses
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section11-351524 (C) (1) (I) & (II) and section IIB of this solicitation for more information.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B) (2). Select SC End Product if product is made, manufactured or grown in SC. Select No, if not claiming preference.	Mandatory	No	_____Yes _____No
Us End-Product Pref Section 11-351524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No