

	District Five Schools of Spartanburg County	Solicitation Number: 2023-014 Date Issued: January 31, 2023 Procurement Director: Kacey Austin Phone: (864) 949-7939 E-Mail Address: Kacey.austin@spart5.net
	REQUEST FOR BIDS	

DESCRIPTION: **LENOVO COMPUTERS**

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 EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: District Five Schools of Spartanburg County Attn: Kacey Austin P. O. Box 307 Duncan, SC 29334	PHYSICAL ADDRESS: District Five Schools of Spartanburg County Attn: Kacey Austin 100 North Danzler Road Duncan, SC 29334
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SUBMIT OFFER BY: February 14, 2023, 2:00PM

QUESTIONS MUST BE RECEIVED BY: February 7, 2023, 12:00PM
(please direct questions in writing to Kacey Austin at Kacey.austin@spart5.net)

NUMBER OF COPIES TO BE SUBMITTED: **One paper copy**

CONFERENCE TYPE: N/A DATE & TIME:	LOCATION: N/A
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AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: www.spart5.net/procurement/solicitations
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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 ninety (90) calendar days after the opening date.

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	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 <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> 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.)	ORDER ADDRESS (Address to which purchase orders will be sent)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ 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 indicating amendment number and its date of issue.							
Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

MINORITY PARTICIPATION
Are you a South Carolina Certified Minority Vendor? Yes _____ No _____
If yes, South Carolina Certification # _____

VISA CARD PAYMENT
Will you accept payment with a Visa card? Yes _____ No _____

INSTRUCTIONS TO OFFERORS

Spartanburg County School District Five is seeking bids for Lenovo computers and warranties, per the specifications herein.

District Five Schools, located in western Spartanburg County, is comprised of six elementary schools, two intermediate schools, two middle schools, and two secondary schools. In addition to these 12 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) hard copy of their BID proposal, along with any necessary documentation as specified within.

Bids will be accepted until February 14, 2023 at 2:00PM

At that time, 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:

**District Five Schools of Spartanburg County
P. O. Box 307
100 North Danzler Road
Duncan, SC 29334**

**RFB #2023-014
Attn: Kacey Austin**

Electronic bids will not be accepted

Sealed bid packages must include completed copies of pages 1, 2, 11, and 12 as well as any requirements found in Section III, Scope of Bid.

In addition, a copy of your current professional/business license should be included in your bid package.

All questions must be addressed to Kacey Austin at Kacey.austin@spart5.net and must be received by February 7, 2023 at 12:00PM.

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 Five 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.spart5.net> under Departments/Procurement Services.

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. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. All vehicles that travel on school district grounds must have insurance as required by the State of South Carolina.

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. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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. GENERAL TERMS & CONDITIONS

A. Contract Terms

1. The term of the contract resulting from this solicitation will be for six months from the award date, anticipated to be February 15, 2023-August 15, 2023.

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.

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. Governing Laws

All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

L. Indemnification

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

M. 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 any and all requirements.

N. Right to Protest

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

O. 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.

P. 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.

1. 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.

2. 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

District Five Schools of Spartanburg County is seeking a vendor to provide laptops, warranties and desktops, as follows:

Part#	Count
Laptops Lenovo 21B4S4TL00	1000
Laptops Lenovo 21B6S27L00	90
Warranty Lenovo 5WS0A23002	1090
Desktops Lenovo 30FBS1T400	45
Warranty Lenovo 5WS0Q11728	45

The District does not guarantee the purchase of these quantities until a purchase order is issued. The District reserves the right to purchase additional quantities for six months from the award date at the bid prices.

Due to fiscal year budgeting and personnel, the District will need part of the order to arrive by the end of April and the remaining part of the order to arrive the first week of July. Once bid pricing is received, purchase orders will be issued accordingly. If you cannot split the order for delivery in this manner, your bid will be disqualified.

Bid pricing should include delivery costs, but not include tax. Delivery will be made to Byrnes High School, 150 East Main Street, Duncan, SC 29337.

IV. 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.

Unreasonable failure to supply requested information is grounds for rejection.

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "District information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

V. AWARD CRITERIA

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

AWARD CRITERIA: Award will be made to the responsive and responsible Offeror who provides the lowest overall price to the District.

**SPARTANBURG SCHOOL DISTRICT FIVE
BIDDING SCHEDULE**

Prices should include delivery, but not tax.

Base Bid

Description/Part Number	Unit Price	Qty	Total Price
1. Laptops Lenovo 21B4S4TL00		1000	
2. Laptops Lenovo 21B6S27L00		90	
3. Warranty Lenovo 5WS0A23002		1090	
4. Desktops Lenovo 30FBS1T400		45	
5. Warranty Lenovo 5WS0Q11728		45	
TOTAL BID PRICE			

Will these prices remain firm for the 6 month term of the contract? _____ Yes _____ No

Can the order be split for partial delivery before April and partial delivery in July? _____ Yes _____ No

Company:	_____
Address:	_____
Telephone:	_____
Date:	_____
Signature of authorized official:	_____
Print name & title:	_____
Email address:	_____

BUSINESS PROFILE
District Five Schools of Spartanburg County

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: _____ Minority Owned Business? Yes () No ()

Insurance Company Name/Address:

Bank References:

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

Name of Firm	Contact Person	Telephone and Address

 Signature of person authorized to submit bids Title Date