



RFP #01-25/26

REQUEST FOR PROPOSALS
Citywide Computer Replacement

RFP Issuance Date:

Monday, July 28, 2025

Submission Deadline:

Thursday, August 21, 2025 at 2:00 PM EST

Submit Proposals To:

City of Sumter

Attn: Purchasing Department

Re: Citywide Computer Replacement

21 North Main Street / PO Box 1449

Sumter, SC 29150

Deadline to Request additional information and submit Questions:

Monday, August 11, 2025 at 2:00 PM EST

All questions will be posted & answered on the City's website
by Wednesday, August 15, 2025 at 5:00 PM EST

Questions should be directed by email only to:

Karl McCollester

Kmccollester@sumtersc.gov

The City of Sumter, South Carolina (the “City”) invites qualified individuals or entities (referred to herein as “Vendors”) to submit proposals for the above titled project. This solicitation is a Request for Proposals (“RFP”).

Submission Deadline

Proposals must be received no later than 2:00pm EST on Thursday, August 21, 2025.

Submission

Proposals must be submitted electronically as described in Section E.4 of this solicitation.

Selection

The City of Sumter will conduct a formal selection process to determine the best qualified Vendor who meets the City’s needs and budget. A selection committee will review, evaluate, and score the proposals. 1 or more top scoring Vendors may be short-listed and invited to interview for the project.

Agreement

The City anticipates entering into a contract with one Vendor submitting the proposal deemed to be most advantageous to the City. The selected Vendor shall be required to sign a formal agreement (the “Agreement”). This RFP does not constitute an agreement or a contract with any Vendor. A proposal is not binding until proposals are reviewed and accepted by the City Council of the City and the Agreement is executed by both parties.

Development Costs

The City shall not be liable for any expense incurred in preparing a response to this RFP. Vendors should prepare a straightforward and concise description of the Vendor’s ability to meet the requirements of the RFP.

Reserved Rights

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. The City shall be the sole judge of whether any proposal and/or the resulting Agreement is in its best interest, and its decision shall be final. The City reserves the right to accept or reject all or any part of a submission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate as it deems necessary to determine the ability of any Vendor to perform the work or services requested. Each Vendor, upon request, shall provide such information as the City deems necessary to evaluate its proposal.

A. General Procurement Information

Responses to the RFP are not bids. If the City is willing and able to negotiate an agreement with the successful Vendor, the Agreement shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, or terminate, restructure, or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City. It is the sole responsibility of each Vendor to gather adequate information, review collateral documents, and make those inquiries that are necessary and prudent as to the project. The Vendors are not entitled to rely on the City or the City's representations or information to the exclusion of the Vendors' due diligence.

No questions may be directed to or contact made with the Mayor, other members of City Council, the City Manager, or other staff not identified in this RFP as points of contacts during the period that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the Vendor from further consideration.

Any requests for additional information or questions concerning the procedures specified in this request should be directed to IT Coordinator Karl McCollester, via email only to kmccollester@sumtersc.gov, with **"RFP #01-25/26: Citywide Computer Replace"** in the subject line.

The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Sumter.

All questions must be received by 2:00pm EST on Monday, August 11, 2025. The City will not respond to questions submitted after this deadline.

B. Introduction

The City of Sumter strives to provide a technology environment for its staff and constituents that safeguards sensitive data while maximizing productivity.

The City has the following devices:

Item	Administrative	Public Safety
Employees	450	200
Servers	Local: 5 VMs on 1 server Cloud: 17	Local: 12 VMs on 3 servers
Workstations/Laptops	260	140
Mobile Devices (Phones & Tablets)	80	n/a
Locations	20	4
Current Email Platform & # of Mailboxes	Office365 Exchange, 230	Office365 Exchange, 130
Managed Switches	25	12
Firewall's	16	Included in administrative

The City is looking to replace the 260 Administrative workstations and laptops. As part of the replacement, we are looking to increase employee resiliency by increasing the number of laptops in service. Our primary goal, as indicated through the evaluation process below, is to procure new systems of quality that provide the best capabilities for deployment and maintenance.

All responsive proposals must complete and submit all documents as required and outlined in Section V.

C. Scope of Work

Hardware

The city is looking for estimates to manufacture and deliver the following mix of systems:

Item	Quantity
Std PC	125
Power PC	8
Laptop	100
Laptop Power	15
Laptop Exec	13
Docking Station	80
Conf Room Mini Units	5
TOTAL Units	266
Monitor	100
Curved Monitor	20

Quantities are best estimates. If build quality and services are satisfactory, City may also use the vendor for the duration of the hardware lifecycle for additional units as needed.

Software & Services

The City support team will:

- Receive Units
- Unbox
- Apply latest updates
- Deliver to User
- Migrate Settings in Data

Vendor will provide:

- Creation and deployment of a golden image to the systems prior to shipment
- Tamper-proof Identification of City ownership on the units
- Access to and training on any deployment or support tools

D. Specifications

All Units:

- Reliability track record
- Pricing
- Video conference Camera HW included for all units with privacy screen attachment if not built-in
- 5-year onsite NBD hardware repair or replacement

PCs - Standard:

Used for day-to-day operations: Office and line-of-business applications (mostly web-based), Video conferencing, some power BI via excel, ArcGIS Pro as a consumer, updater

- Attachable to monitor stand/No extra space
- Support at least three monitors
- 16G RAM
- 500GB SSD Drive
- Ultra 5 or higher (or equivalent)

PCs – Power

Used for standard PC operations plus: ArcGIS Pro as an analyst, PowerBI, LLM ETL

- Full tower/upgradable cards
- Separate Nvidia GPU
- Supports 2 additional GPU cards for AI processing
- Supports at least four monitors
- 32GB RAM
- 1TB SSD Drive
- Ultra 7 or higher (or equivalent)

PCs – Conf

Used for web apps, video conferencing, office 365

- Mini Form factor
- Fanless/super quiet
- Mountable on back of TV
- Supports at least two monitors
- 16GB
- 500GB SS Drive
- Ultra 5 or higher (or equivalent)

Laptop Std

Used for operations identical to a standard PC where the job position has offsite presentation or other travel requirements

- Keyboard/touchpad/Monitor experience is critical; please supply an evaluation unit
- 16GB RAM
- 1TB SSD Drive
- ultra7 or higher (or equivalent)

Laptop Power

Used for operations identical to a 'PC - Power' where the job position has offsite presentation or other travel requirements

- Keyboard/touchpad/Monitor experience is critical; please supply an evaluation unit
- 32GB RAM
- 1TB SSD Drive
- ultra7 or higher (or equivalent)
- Separate Nvidia GPU
- 15" minimum screen size

Laptop Executive

Used for senior staff where mobile usage is the primary mode.

- Based on our previous evaluations, the MS Surface Pro Laptop is preferred but we are open to evaluating options. if not quoting Surface pro laptop, please supply an evaluation unit.
- 32GB RAM
- 1TB SSD Drive
- Ultra7 or higher (or equivalent)

Docking Stations

- USB C Connection to laptop
- Support for three monitors
- 2 USB A Ports
- 2 USB C Ports

Monitor

Optional specs may add to overall score of monitor; multiple monitors may be proposed to represent best price/feature mix of required and optional specs.

Minimum Specs

- 27" Display
- 3840 x 2160
- 1 HDMI
- DisplayPort In and Out
- Height Adjustable
- Refresh Rate 100Mz
- 1500:1 contrast
- 350 cd/m² brightness

Optional Specs

- USB-C/Thunderbolt 'docking' connectivity for laptop (monitor powers laptop)
- Monitor provides RJ45 Networking to connected laptop

- Integrated Camera
- Integrated Speakers

Curved Monitor

Optional specs may add to overall score of monitor; multiple monitors may be proposed to represent best price/feature mix of required and optional specs.

Minimum Specs

- 48" Curved Display
- 5120 x 1440
- 1 HDMI
- USB-C/Thunderbolt connectivity
- DisplayPort In and Out
- Height Adjustable
- Refresh Rate 60Hz
- 1500:1 contrast
- 350 cd/m² brightness

Optional Specs

- 'Docking' connectivity for laptop (monitor powers laptop)
- Monitor provides RJ45 Networking to connected laptop
- Integrated Camera
- Integrated Speakers

E. Evaluation Criteria

Category	Factor	Percent of Total
Overall	Total cost based on estimated units	25%
Overall	Warranty	15%
Overall	Brand Reliability	10%
Overall	System Deployment Tools & Process	10%
Overall	System Management Tools	5%
Exec Laptop	System Quality	15%
Power/Standard Laptop	System Quality	10%
PC/Monitor	System Quality	10%

Definitions

- **Total Cost:** Proposed total cost of proposal. Lowest overall price is given 25 points. Others are given a percentage of their price within 20% of the lowest bid. For example, a bidder whose pricing is 10% more than lowest price bidder will receive 12.5 points, while a bidder whose price is 20% or higher will receive 0 points.
- **Brand Reliability:** Per consumer reports, here is their 3-year laptop reliability and overall brand reliability scores:

Brand	Laptop 3-year failure rate	Brand Reliability	Proposed Points (of 10)
Acer	18%	54	10

Lenovo	18%	44	8
HP	19%	49	7
Dell	19%	42	6
Asus	19%	66	9

- **System Deployment Tools & Process:** The City and its IT Support team plan to manage the deployment process starting at the receipt of goods through the delivery of the unit and setup with the user. The selection committee will evaluate and score the proposed ease-of-deployment from the vendor.
 - o What is the overall process for deployment?
 - o What services are included from the bidder and/or manufacturer as part of deployment
 - o What systems and tools are included to manage and track inventory during deployment
 - o The team will be looking at whether the system deployment tools allow for easy-to-use preparation and delivery of a 'golden image' for pre-installation that will be used for all units. Is the image creation and deployment handle at the manufacturing site? If not, is there an onsite process? Please be specific regarding the process and provide copies of the deployment guide for the proposed units. The City desires to preinstall:
 - ♣ CrowdStrike
 - ♣ NetMotion
 - ♣ Office 365
 - ♣ Auvik Client agent
 - ♣ Chrome
 - ♣ Firefox
 - ♣ VC3/Kaseya VSA management agent
- **System Management Tools:** The selection committee will evaluate and score the proposed system management capabilities of the solution:
 - o Are there any system management tools beyond those supplied by Microsoft included within the proposal?
 - o What capabilities do they have?
 - o Are they cross-platform or tied to the manufacturer?
 - o Are the complimentary or supplemental to existing Connectwise/Auvik toolset?
 - o What are the deployment requirements?
 - o What are the specifications for any additional equipment to manage the solution (collectors, management system specs, etc.)
- **Executive Laptop System Quality:** The committee will evaluate and score the below factors. Where an evaluation unit and docking station are not supplied, the City will use online reviews as a proxy at a 20% penalty.
 - o Trackpad/mouse ease-of use
 - o Keyboard ease of use
 - o Docking/undocking reliability from powered and sleep state
 - o Management of multiple monitors
 - o Build quality
 - o Weight
- **Standard/Power Laptop System Quality:** The committee will evaluate and score the below factors. Where an evaluation unit and docking station are not supplied, the City will use online reviews as a proxy at a 20% penalty.
 - o Trackpad/mouse ease-of use
 - o Keyboard ease of use
 - o Docking/undocking reliability from powered and sleep state
 - o Management of multiple monitors
 - o Build quality
- **Standard Desktop System Quality:** The committee will evaluate and score the below factors. Where an evaluation unit is not supplied, the City will use online reviews as a proxy at a 20% penalty.
 - o Mouse quality and ease-of use
 - o Keyboard quality and ease of use
 - o Mount integration to primary monitor
 - o Management of multiple monitors
 - o Build quality

F. Response Requirements and Submittal Format

1. Format

Vendors shall prepare their proposals with reference to the items outlined in the Evaluation Form and should ensure that proposals address the sub-items within each scoring criterion.

The format for the Vendor's response to the RFP is indicated below.

1. **Executive Summary.** Include key elements of the proposal.
2. **Vendor's Background.** The Consultant's general background and technical capabilities and experience with the tasks requested.
3. **Project Statement.** Prepare a brief, general statement indicating the consultant's overall understanding of the Project and the services to be provided.
4. **Lead Time.** Prepare a work schedule indicating the total time needed for prepar
5. **Resources Summary.** Present a summary of the estimates of total dollar costs for the Hardware.
6. **Past Projects.** Provide a list of similar projects completed by the Consultant within the last 5 years.
7. **References.** Identify 3 references (name, address and phone number) for recent similar consulting projects.
8. **Acknowledgements.**
 - i. Acknowledgement of any addendums published during this procurement action.
 - ii. Signed Drug-Free Workplace Certification (see Appendix B)

2. Instructions for Questions

No interpretations or clarification of the meaning of the instructions or scope of services will be allowed orally (except for general information). Every request for such interpretation should be e-mailed to Karl McCollester, kmccollester@sumtersc.gov no later than **Monday, August 11, 2025 at 2:00 PM EST**. All such interpretations and any supplemental instructions will be issued in the form of written addenda to the Request for Proposals. The City will not respond to questions submitted after this deadline.

3. Evaluation

Units

The City highly desires for the committee to hands-on evaluate the units being proposed. Units may be used or refurbished and will be returned. Please provide in them with return instructions and with sufficient packaging to return them safely. The City will make a reasonable effort to ensure items are repacked to Vendor requested specifications and will pay for reasonable shipping return costs.

4. Proposal Deadline

Proposals are due no later than **Thursday, August 21, 2025 at 2:00 PM EST**.

5. Instructions for Submitting a Proposal

Proposals must be submitted **electronically**. Vendors must upload proposals by visiting the following URL: <https://www.sumtersc.gov/departments/purchasing/rfp-rfq>

Vendors must complete the online submission form and upload all related documents. Prior to clicking "submit", Vendors are responsible for ensuring that all documents intended to be submitted have been uploaded to the website. Incomplete submissions will not be considered. The City undertakes no obligation to notify Vendors that a submission is incomplete. Vendors may e-mail the City RFP contact to confirm that a submission with attachments exists. The City is under no obligation to reply nor does lack of a reply lessen Vendor's responsibility to submit a complete proposal. The City cannot confirm and will not open attachments to confirm completeness of proposal until the official opening. In the case of multiple submittals by a single Vendor, the last submittal by timestamp will be considered the final valid submittal of Proposer.

6. Ownership of Proposal Documentation

Upon receipt of proposals by the City, such proposals and all included documentation shall become the property of the City, without compensation to the Vendor, for disposition or usage by the City at its discretion. The City assumes no responsibility or obligation to proposers and will make no payment for any cost associated with the preparation or submission of proposals.

7. Confidential Information

All inquiries or correspondence relating to or about this RFP and all proposals submitted shall become the property of the City when received and subject to public disclosure unless exempt from disclosure by law. Unless required by law, proprietary or financial information submitted by a proposer will not be disclosed if the Vendor visibly marks each part of the proposal which proposer considers to be confidential or proprietary information with the word "Confidential" or "Proprietary Information".

F. Selection Process

1. **Acceptance / Rejection**

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing proposers. The City is not obligated to enter into any agreement on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City deems such information necessary to further evaluate the firm's qualifications.

The evaluation committee shall consist of City, County, and/or MPO employees or board members. They will review each submittal based upon the criteria listed herein. The written evaluation will produce a list of the top-rated proposals that will be selected for possible interviews (short list). Vendors may or may not be interviewed and the City reserves the right to conduct interviews at its sole discretion. Oral interviews, if necessary, will be conducted to make a final decision. Short-listed Vendors (if any) will be contacted via telephone or e-mail by the City to schedule an interview date and time. Vendors should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend a scheduled interview may not be given a score which could jeopardize the firm's competitiveness. If awarded the project, all interview statements will become part of the final Agreement.

2. **Selection / Award Criteria**

The award will be made to the highest ranked, responsive, and responsible Vendor whose offer is determined to be the most advantageous to the City. The award may be made by individual categories and/ or complete lot(s).

Vendors must be responsive to the requirements stated herein.

As noted, the City may request an interview phase. Scoring for interviews, should they be used, will be on a separate scale (in addition to the 100-point proposal review scale included in Section E of this solicitation). The City reserves the right to hold interviews in addition to proposal document review to select a top-ranked firm if it is determined to be needed.

It is anticipated that the submitted proposals will be evaluated and the top-ranking Vendor will enter the contract negotiation stage. Negotiations will involve an effort to confirm a pricing structure that is acceptable to all and to address any questions remaining after the selection process. If an appropriate Agreement can be successfully negotiated between the parties, it will be executed by the City Manager. If a successful Agreement cannot be negotiated with the highest-ranked firm, negotiations will be undertaken with the next firm in order of ranked preference.

The RFP does not commit the City to pay for direct or indirect costs. Any costs associated with RFP preparation, pre-bid conferences, selection interviews, and any other consultant activity prior to award of the Agreement shall be at the proposer's expense.

G. General Information and Instructions

1. **Acceptance Period**

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the proposer if no award has been made. If the RFP is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

2. **Contract (Agreement)**

Upon award of the Agreement by the City, the Vendor shall agree to deliver services in accordance with the terms and conditions set forth therein and any negotiations that may occur. The Vendor shall understand that minor technical adjustments may be necessary as work progresses. Timely, quality service is critical to continuation of work under this Agreement.

A non-exhaustive list of proposed terms and conditions are included (see “*General Conditions*”). All Vendors should thoroughly review prior to submitting a proposal. Any proposed revisions to the terms or language must be submitted in writing with the Vendor’s response to the Request for Proposals within the Cover Letter. The certification contained herein shall be signed by an officer of the proposer having authority to execute the Agreement.

3. **Contract Documents & Order of Precedents:**

Any contract resulting from this solicitation shall consist of the following documents:

- (1) Record of Negotiations, if any, executed by you and the Procurement Officer,
- (2) the solicitation, as amended
- (3) documentation of clarifications or discussions of an offer, if applicable,
- (4) your offer,
- (5) any statement reflecting the City’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.

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 City,
- (ii) any invoice or other document submitted by Contractor, or
- (iii) any privacy policy, terms of use, or end user agreement.

4. **Confidentiality**

Unless otherwise required by law, and until the public opening of the proposals, all information, materials, and other documents submitted by a proposer shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the City by a proposer will not be disclosed if the proposer visibly marks each part of the proposal that the proposer considers confidential, financial, or proprietary information with either “Confidential” or “Proprietary Information”.

5. **Proposer’s Duty to Inspect, Advise, and Declare All Costs**

Each proposer shall become fully acquainted with the requirements and the scope of the services to be provided. Proposers have a duty to request any information from the City as they deem necessary to prepare the RFP. No change order will be granted nor will additional compensation be permitted if based upon information that the proposer knew, or should have known, as part of the proposer’s duty to become acquainted with the City’s circumstances and requirements.

6. **Time for Receiving Proposals**

Proposals submitted online prior to the time of opening will be encrypted and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no proposal thereafter will be considered.

7. **Cancellation of Proposals**

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the proposer in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

8. **Ambiguous Proposals**

Proposals which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

9. **Conflict of Interest**

Proposers must describe, in the electronic proposal, all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the proposer's judgment or quality of services provided hereunder. Such notification shall identify the prospective business association, interest, or circumstance; the nature of work that such a person may undertake; and a request for an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. By submitting a proposal, the proposer certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict except as described in the proposal.

10. **Collusion**

More than one proposal from an individual, firm partnership, corporation, association, or related parties under the same or different names will not be considered. If the City finds reason to believe that collusion exists among proposers, all proposals from the suspected firms will be rejected. "Related parties" means proposer or the principals thereof, which have a direct or indirect ownership or profit-sharing interest in another proposer.

Proposers shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting agreement.

By responding to this RFP, proposers certify that the response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item, and they acknowledge that this would constitute an illegal action.

H. Protest Procedures

1. Right to protest. If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in *SC Code Section 11-35-4210*. To protest the solicitation or an amendment, your written protest must be received within 15 days of the date the applicable solicitation document is issued.
 - (a) To protest an award,
 - (i) written notice of your intent to protest must be received within 7 days of the date the award notice is posted, and
 - (ii) your actual written protest must be received within 15 days of the date the award notice is posted. Time periods are computed in accordance with *SC Code Section 11-35-310(13)* and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO."
 - (b) Pursuant to *SC Code Section 11-35-410*, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to Tony Butts, tbutts@sumtersc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal.
2. Authority to resolve protests. The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved proposer or subcontractor, actual or prospective, concerning the solicitation or award of the Agreement. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services, and construction for the City.
3. Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision. A copy of the decision rendered under Part 3 of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision. A decision under Part 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the agreement unless fraudulent.

General Conditions

The following terms and conditions shall be included in the Agreement.

Access to Records - Retention Period. The Vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Vendor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Amendments - The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body. The City may, in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

Assignability/Subcontracting - The Vendor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Vendor shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by the Vendor. The Vendor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

Breach/Waiver - The failure of either the Vendor or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

Commencement of Services - The Vendor shall meet with the appropriate City staff members to commence the project at such date after the Notice to Proceed has been issued.

Duties upon Termination - Upon termination of the Agreement, the Vendor shall immediately provide the City with all records and data in any format the Vendor is capable of producing and at no cost to the City, which records and data were generated, created, or received by the Vendor in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Vendor's successor. All records shall be free from any proprietary claims or interest. The Vendor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

Equal Employment Opportunity (EEOC) - During the performance of this Agreement, the Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor will post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

Findings Confidential - All reports, information, data, records, or documents of any kind, prepared or assembled by the Vendor under the Agreement are confidential and the Vendor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

Independent Contractor - Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall remain an independent consultant with respect to the services to be performed under the agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

Interest of Vendor - The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Sumter. The Vendor will further covenant that in the performance of the Agreement no person having such interest shall be employed. The Vendor is expected to make its services available to other entities but will agree to refrain from representing other entities in matters in which the position of the City conflicts with that of the other entity. The Vendor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Agreement.

Notice

1. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to:
City of Sumter
Attn: City Manager
21 N. Main Street, 4th Floor
Sumter, SC 29150
2. Written notice to the Vendor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

Non-Discrimination - The Vendor will take affirmative action in complying with all federal, state, and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin, or physical handicap.

Ownership of Project Documents - All data, documents, or other information of any description generated by or used by the Vendor or any subcontractor retained by the Vendor and related to the services required by the Agreement shall be the property of the City and shall not be used by the Vendor for any purpose whatsoever except to perform the services required by the Agreement.

Remedies - The Vendor shall be entitled only to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Vendor be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Vendor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

Severability - If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

State Law Applicable - The Agreement shall be construed in accordance with federal, state, local laws, ordinances, and codes in performing the work provided under the Agreement. The Vendor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Sumter County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body.

Successorship - The agreement shall be binding upon the Vendor and upon its successors and assignees.

Termination of Agreement - The City may terminate the Agreement at any time upon any of the following grounds:

1. Non-Appropriation. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget.
2. Termination of Agreement for Cause. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner any obligation under the Agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys, and reports prepared under the Agreement shall become the property of the City.
Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Vendor and the City may withhold any payments to the Vendor until such time as the exact amount of damages due to the City from the Vendor is determined.
3. Termination for Convenience of the City. The City may terminate the Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 7 days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in "Access to Records" herein shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause.

4. Force Majeure.
5. Upon expiration of the term of this Agreement.
6. By mutual agreement.

Whole Agreement - The Agreement represents the entire Agreement between the City and the Vendor and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Only written Amendments signed by both the City and the Vendor may amend the Agreement.

Miscellaneous

1. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Vendor.
2. In the event there are any disagreements between the City and the Vendor about any of the requirements, specifications, or interpretation of the Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.

Appendix A:

Vendor Evaluation Form City of Sumter, South Carolina																													
Project Description: Citywide PC Replacement																													
Project Location: Sumter, SC																													
Evaluation Criteria				Value	Score																								
Total Cost: Proposed total cost of proposal. Lowest overall price is given 25 points. Others are given a percentage of their price withing 20% of the lowest bid. For example, a bidder who's pricing is 10% more than lowest price bidder will receive 12.5 points, while a bidder whose price is 20% or higher will receive 0 points.				0 - 25	_____																								
<ul style="list-style-type: none"> • Warranty: <ul style="list-style-type: none"> a. Is the warranty 5 years or more? b. Does it include accident protection? c. Is it onsite or are we required to ship the unit? d. Is it self-service or is a technician provided? e. What the expected turn around time on a hardware repair? 				0-15	_____																								
Brand Reliability: Per consumer reports, here is their 3-year laptop reliability and overall brand reliability scores:				0 - 10	_____																								
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Brand</th> <th style="padding: 5px;">Laptop 3-year failure rate</th> <th style="padding: 5px;">Brand Reliability</th> <th style="padding: 5px;">Proposed Points (of 10)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Acer</td> <td style="padding: 5px;">18%</td> <td style="padding: 5px;">54</td> <td style="padding: 5px;">10</td> </tr> <tr> <td style="padding: 5px;">Lenovo</td> <td style="padding: 5px;">18%</td> <td style="padding: 5px;">44</td> <td style="padding: 5px;">8</td> </tr> <tr> <td style="padding: 5px;">HP</td> <td style="padding: 5px;">19%</td> <td style="padding: 5px;">49</td> <td style="padding: 5px;">7</td> </tr> <tr> <td style="padding: 5px;">Dell</td> <td style="padding: 5px;">19%</td> <td style="padding: 5px;">42</td> <td style="padding: 5px;">6</td> </tr> <tr> <td style="padding: 5px;">Asus</td> <td style="padding: 5px;">19%</td> <td style="padding: 5px;">66</td> <td style="padding: 5px;">9</td> </tr> </tbody> </table>				Brand	Laptop 3-year failure rate	Brand Reliability	Proposed Points (of 10)	Acer	18%	54	10	Lenovo	18%	44	8	HP	19%	49	7	Dell	19%	42	6	Asus	19%	66	9		
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System Deployment Tools & Process: The City and its IT Support team plan to manage the deployment process starting at the receipt of goods through the delivery of the unit and setup with the user. The selection committee will evaluate and score the proposed ease-of-deployment from the vendor. <ul style="list-style-type: none"> • What is the overall process for deployment? • What services are included from the bidder and/or manufacturer as part of deployment • What systems and tools are included to manage and track inventory during deployment • The team will be looking at whether the system deployment tools allow for easy - to-use preparation and delivery of a 'golden image' for pre-installation that will be used for all units? If not, is there an onsite process? Please be specific regarding the process and provide copies of the deployment guide for the proposed units. • Describe the process for how the preinstalled software listed in the RFP will be deployed 				0 - 10	_____																								

System Management Tools: The selection committee will evaluate and score the proposed system management capabilities of the solution: <ul style="list-style-type: none"> • Are there any system management tools beyond those supplied by Microsoft included within the proposal? • What capabilities do they have? • Are they cross-platform or tied to the manufacturer? • Are the tools complimentary or supplemental to the existing Connectwise/Auvik toolset? • What are the deployment requirements? • What are the specifications for any additional equipment to manage the solution (collectors, management system specs, etc.) 	0 - 5	_____
Executive Laptop System Quality: The committee will evaluate and score the below factors. Where an evaluation unit and docking station are not supplied, the City will use online reviews as a proxy at a 20% penalty. <ul style="list-style-type: none"> • Trackpad/mouse ease-of use • Keyboard ease of use • Docking/undocking reliability from powered and sleep state • Management of multiple monitors • Build quality • Weight 	0 - 15	_____
Standard/Power Laptop System Quality: The committee will evaluate and score the below factors. Where an evaluation unit and docking station are not supplied, the City will use online reviews as a proxy at a 20% penalty. <ul style="list-style-type: none"> • Trackpad/mouse ease-of use • Keyboard ease of use • Docking/undocking reliability from powered and sleep state • Management of multiple monitors • Build quality 	0 - 10	_____
Standard Desktop System Quality: The committee will evaluate and score the below factors. Where an evaluation unit is not supplied, the City will use online reviews as a proxy at a 20% penalty. <ul style="list-style-type: none"> • Mouse quality and ease-of use • Keyboard quality and ease of use • Mount integration to primary monitor • Management of multiple monitors • Build quality 	0 - 10	_____
TOTAL SCORE		
	0 - 100	_____

Appendix B

THE DRUG-FREE WORKPLACE ACT

S.C. Code Ann. §§44-107-10 through -90 (1990)

As provided by S.C. Code Ann. §44-107-30, no person (a partner, corporation organized or united for a business purpose, or a governmental agency) may receive a contract or grant "...for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the person has certified to the agency that it will provide a drug-free workplace as set forth in the "Certification Statement for Person" set forth below.

S.C. Code Ann. §44-107-40 provides that no individual may receive a contract or grant "...for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the contract or grant includes the "Certification Statement for Individual" set forth below. Please check the box beside the certification statement that applies to you and sign and date this form.

I hereby certify to the South Carolina Department of Transportation that I will provide a drug-free workplace.

I hereby certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

COMPANY NAME & ADDRESS

Authorized Signature

Date