Union County Schools 130 West Main Street, Union SC 29379		
	Request for Proposal:	**UCSD-2026-RFP-MAINT-001**
	Date Issued:	**July 23, 2026**
	Procurement Officer:	**Timothy Barnado**
	Phone:	**1-864-427-2328**
	E-Mail Address:	**Tbarnado@union.k12.sc.us**

Request for Proposal
RFP Number: UCSD-2026-RFP-MAINT-001

Bid Document
Request for Proposal

Procurement Officer: Timothy Barnado

Project: TRANSPORTATION FUEL MANAGEMENT AND TRACKING SYSTEM

I. Scope and Cover Page

DESCRIPTION: TRANSPORTATION FUEL MANAGEMENT AND TRACKING SYSTEM
SCOPE: Union County School District is seeking proposals from qualified vendors to furnish, install, configure, test, and support a complete transportation fuel management and tracking system at the District's existing transportation fueling facility.

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

SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:	MAILING AND PHYSICAL ADDRESS: Union County Schools Attn: Timothy Barnado, Procurement Officer 130 West Main Street, Union SC 29379

SUBMIT OFFER BY (Opening Date/Time): **August 27, 2026 @ 2:00 PM** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **(1) original , (3) copies marked COPY and (1) Digital Copy on Flash Drive**

QUESTIONS MUST BE RECEIVED BY: **August 6, 2026 @ 12:00 PM** (See "Questions From Offerors" provision)
FINAL ADDENDUM ISSUED: **August 12, 2026 @ 5:00 PM** **(If Necessary)** (See "Questions From Offerors" provision)

CONFERENCE TYPE: Optional DATE & TIME: **Tuesday, August 4, 2026 @ 10:00 AM**	LOCATION: Maintenance Office 1417 Whitmire Hwy Union SC 29379

INTENT TO AWARD & AWARD	Notice of Award and/or Intent to Award will be posted on the district website www.union.k12.sc.us by **September 18, 2026**. Final award will be dependent on UCSD School Board approval and will be initiated with an initial Purchase Order after the bidder's right to protest time frame has been exceeded. See section 11-35-4210(1) of the Consolidated Procurement Code.

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 one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship □ Partnership □ Corporate entity (not tax-exempt) Federal ID # _____ □ Tax exempt corporate entity □ South Carolina Minority Vendor Minority Vendor # _____ □ Other _____
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE: (Business title of person signing above)	
PRINTED NAME: (Printed name of person signing above) / DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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, sole proprietorship, etc.

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 one hundred twenty (120) calendar days after the Opening Date.

HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	ACKNOWLEDGEMENT OF ADDENDUM(S) Addendum No:_____ Addendum Issue Date:_____ _ Addendum No:_____ Addendum Issue Date:_____ Addendum No:_____ Addendum Issue Date:_____ Addendum No:_____ Addendum Issue Date:_____
EMAIL ADDRESS:	
TAX IDENTIFICATION NUMBER:	STATE OF INCORPORATION::

II. GENERAL INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract will be posted on the district's website www.union.k12.sc.us **by September 18, 2026.** If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, but less than $ 100,000.00 such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Union County Schools. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. Multiple RFP responses are allowed from a single responder if the contents/design of the RFP's differ.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: **GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(1) By submitting an offer, the offeror certifies that:

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

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

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

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

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

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

(B)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this

certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

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

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

(D) 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.

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

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

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

(4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected.

DEFINITIONS - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Union County School Board of Trustees.

BUYER means the Procurement Officer/Finance Director.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT means Union County Schools.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

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.

DRUG FREE WORK PLACE CERTIFICATION: The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30)

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS ACT (CERTIFICATE): 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 state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Union County Schools acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Union County Schools.

PROCUREMENT CODE AVAILABLE: Union County Schools procurement code is available at its website at www.union.k12.sc.us.

PROTESTS: (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. [§ 11-35-4210]

PROTEST – ADDRESS: Any protest must be submitted in writing to Linda Griffin, Finance Director, 120 West Main Street, Union SC 29379.

PUBLIC OPENING: At the public opening bids will be opened, vendor names may be read aloud however no cost information shall be shared to other vendors.

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing via electronic communication (e-mail) only. Questions must be received by the following email address:tbarnado@union.k12.sc.us, no later than August 6, 2026 @ 12:00 PM. Label any communication regarding your questions with the name of the solicitation's title and number. **Oral explanations or instructions will not be binding**. All Questions will be answered via an Addendum, which will posted on the District's website, www.union.k12.sc.us on **August 12, 2026 @ 5:00 PM**.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS:

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
(b) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. (Article 5, Section 1520.13)

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).
(d) Unbalanced Bidding. 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.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

SAMPLES-TESTING: Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

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

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Article 5, Section 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Union County Schools, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District

withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the District's Procurement Code Article 5 Section 1520.7.1.

III. AWARD / CONTRACT TERM

Term of Contract/Option to Renew: The contract shall remain in effect until the project has been completed, accepted by the District, all warranty obligations have commenced, and any optional maintenance or software support purchased by the District has expired or been renewed under a separate agreement. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor/vendor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less then ninety (90) calendar days prior to the contract renewal date.

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the Union County School's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

The District reserves the right to award this solicitation to one vendor or multiple vendors based on the responses. It also reserves the right to not award this solicitation based on any factor such as non-understanding of the bid by all parties etc. This non-award will occur prior to any contract being established.

- Award may be made without discussions.
- The District reserves the right to conduct negotiations.
- The District may request Best and Final Offers (BAFOs), if permitted.
- The District may waive minor informalities.
- The District reserves the right to reject all proposals.

IV. OBJECTIVES

The objectives of this Request for Proposals (RFP) are to obtain the most advantageous solution for the replacement of the Union County School District's transportation fueling system while improving operational efficiency, accountability, safety, and long-term reliability. Specifically, the District seeks to:

1. **Replace Existing Fuel Dispensers** with one (1) new commercial-grade gasoline dispensing pump and one (1) new commercial-grade diesel dispensing pump compatible with the District's existing fuel storage tanks and infrastructure.
2. **Implement a Comprehensive Fuel Management System** that accurately controls, monitors, and records all fuel dispensing transactions for District-owned vehicles.
3. **Enhance Fuel Accountability** by accurately tracking fuel usage by employee, vehicle, department, date, time, and fuel type to reduce waste, unauthorized fueling, and potential fuel loss.
4. **Improve Operational Efficiency** by automating the fuel dispensing process, reducing manual recordkeeping, and providing accurate reporting and inventory management.
5. **Provide Secure User Authentication** through electronic identification methods that ensure only authorized personnel are permitted to dispense fuel.
6. **Track Vehicle Fuel Consumption** through vehicle-specific records, including odometer and engine-hour entry or capture, to assist with fleet management, preventive maintenance, and fuel efficiency analysis.
7. **Provide Reliable Wireless Communications** between the fueling equipment and the District's management software where practical, while minimizing infrastructure modifications and supporting continued operation during temporary communication outages.
8. **Protect System Infrastructure** by incorporating appropriate lightning protection, surge suppression, grounding, and electrical protection suitable for an outdoor fueling environment.
9. **Provide Comprehensive Reporting** that allows District personnel to monitor fuel usage, identify exceptions, reconcile inventory, generate management reports, and support budgeting and operational decision-making.
10. **Improve Data Security** through encrypted communications, role-based security, audit trails, secure data storage, and appropriate cybersecurity protections.
11. **Provide a Scalable Solution** that supports future expansion, additional fueling locations, additional vehicles, and emerging technologies without requiring replacement of the entire system.
12. **Evaluate Optional RFID Technology** that may improve the efficiency and accuracy of vehicle and driver identification while reducing manual data entry and fueling errors.
13. **Minimize Downtime During Installation** by requiring the successful vendor to coordinate installation activities to reduce disruption to Transportation Department operations.
14. **Provide a Turnkey Solution** including all labor, equipment, software, installation, testing, training, documentation, warranty services, and technical support necessary for a complete and operational system.
15. **Maximize Long-Term Value** by selecting a responsive and responsible vendor offering the best overall value to the District based on technical capability, quality, reliability, experience, warranty, service, lifecycle costs, and total cost of ownership rather than price alone.

The District's intent is to procure a modern, reliable, secure, and user-friendly fuel management solution that improves operational accountability, enhances data accuracy, supports effective fleet management, and provides a dependable fueling system capable of serving the District's transportation needs for many years.

V. SCOPE OF WORK / SPECIFICATIONS

5.0 GENERAL SCOPE OF SERVICES

The selected vendor shall provide all labor, materials, equipment, pumps, controls, software, programming, installation, testing, training, documentation, warranty services, and technical support required to deliver a complete and operational system.

The scope shall include, but not be limited to:

1. Conducting a site inspection and evaluating the existing fuel storage tanks, piping, electrical service, communication infrastructure, fuel island, and related equipment.
2. Removing and properly disposing of the existing gasoline and diesel dispensing pumps, unless otherwise directed by the District.
3. Furnishing and installing one new gasoline dispensing pump.
4. Furnishing and installing one new diesel dispensing pump.
5. Connecting the new pumps to the existing gasoline and diesel storage tanks.
6. Furnishing and installing a fuel management controller and associated equipment.
7. Configuring secure user and vehicle identification.
8. Establishing wireless communication between the fuel island equipment and the system software where practical.
9. Providing lightning protection, electrical surge suppression, and grounding.
10. Configuring fuel transaction tracking and reporting.
11. Testing and commissioning the complete system.
12. Training District personnel.
13. Providing warranty and ongoing support options.

The final installation shall be complete, operational, code-compliant, and ready for District use.

5.1 EXISTING SITE CONDITIONS

The District currently has:

- **One existing gasoline storage tank;**
- **One existing diesel storage tank;**
- **One existing gasoline dispensing location; and**
- **One existing diesel dispensing location.**

The existing tanks are expected to remain in service.

The vendor shall inspect the existing tanks, piping, electrical connections, fuel island, emergency shutoff equipment, and related infrastructure before submitting final installation requirements.

The vendor shall clearly identify:

- **Existing equipment that may remain in service;**
- **Existing equipment that must be replaced;**
- **Required piping or electrical modifications;**
- **Required concrete or mounting modifications;**
- **Required communication infrastructure;**
- **Required permits or inspections; and**
- **Any site conditions that may affect the proposed cost or schedule.**

The District makes no guarantee that all existing components are compatible with the proposed pumps or fuel management system. The selected vendor shall verify compatibility before installation.

5.2 SCOPE OF WORK

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1. NEW FUEL DISPENSING PUMPS

The vendor shall provide and install:

- **One new commercial-grade gasoline dispensing pump; and**
- **One new commercial-grade diesel dispensing pump.**

Each pump shall be new, unused, and suitable for commercial fleet-fueling operations.

The pumps shall:

1. **Be compatible with the District's existing fuel storage tanks.**
2. **Be compatible with the proposed fuel management and tracking system.**
3. **Include commercial-grade meters and displays.**
4. **Accurately measure and display gallons dispensed.**
5. **Include resettable transaction displays.**
6. **Be suitable for continuous outdoor use.**
7. **Include weather-resistant cabinets and components.**
8. **Be compatible with existing or proposed emergency fuel shutoff systems.**
9. **Include all required hoses, nozzles, swivels, breakaways, filters, fittings, and mounting hardware.**
10. **Include appropriate gasoline and diesel labeling.**
11. **Meet all applicable safety, fire, environmental, electrical, and fuel dispensing requirements.**
12. **Be listed or approved by recognized testing organizations where applicable.**
13. **Include manufacturer warranties.**

The vendor shall provide the proposed pump manufacturer, model number, technical specifications, flow rate, warranty, and expected service life.

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2. REMOVAL OF EXISTING PUMPS

The selected vendor shall disconnect, remove, and properly dispose of the existing gasoline and diesel pumps unless the District elects to retain the equipment.

Removal shall include:

- **Safe shutdown and disconnection;**
- **Fuel line disconnection;**
- **Electrical disconnection;**
- **Removal from the fuel island;**
- **Proper handling of residual fuel;**
- **Disposal in accordance with applicable regulations; and**
- **Cleanup of the work area.**

The vendor shall protect the existing storage tanks, piping, electrical service, concrete, and surrounding property during removal.

Any damage caused by the vendor shall be repaired at no additional cost to the District.

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3. FUEL MANAGEMENT CONTROLLER

The vendor shall furnish and install a fuel management controller capable of controlling both the gasoline and diesel pumps.

The controller shall:

1. **Authorize or deny fuel transactions.**
2. **Identify the employee or driver dispensing fuel.**
3. **Identify the vehicle receiving fuel.**
4. **Require appropriate authentication before activating a pump.**
5. **Control both the gasoline and diesel pumps.**
6. **Record all fueling transactions.**
7. **Store transactions locally during communication or network interruptions.**
8. **Automatically synchronize stored transactions after communication is restored.**
9. **Prevent unauthorized access to fuel.**
10. **Support administrative activation and deactivation of users and vehicles.**
11. **Allow transaction limits to be established.**
12. **Maintain a searchable audit trail.**
13. **Support optional RFID functionality.**
14. **Be housed in a weather-resistant and tamper-resistant enclosure suitable for outdoor use.**

The controller shall remain operational during temporary loss of Internet or network connectivity.

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4. USER IDENTIFICATION AND TRACKING

The system shall identify the employee or authorized user dispensing fuel.

The system shall support one or more of the following identification methods:

- **Employee identification number;**

- **Personal identification number;**
- **Key fob;**
- **Proximity card;**
- **Magnetic stripe card;**
- **Barcode;**
- **Mobile credential; or**
- **RFID credential.**

The system shall allow the District to:

1. **Create and manage individual user accounts.**
2. **Assign unique credentials to each user.**
3. **Activate or deactivate users.**
4. **Restrict users by pump, fuel type, vehicle, department, day, or time.**
5. **Establish transaction or gallon limits.**
6. **Review each user's fuel transaction history.**
7. **Identify unsuccessful or unauthorized fueling attempts.**
8. **Generate reports by user.**

Each transaction shall identify the person who authorized and completed the transaction.

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5. VEHICLE IDENTIFICATION AND TRACKING

The system shall track fuel usage by individual District vehicle.

The system shall maintain, at a minimum, the following vehicle information:

- **District vehicle or asset number;**
- **Vehicle description;**
- **Vehicle identification number, where available;**
- **License plate number, where applicable;**
- **Assigned department;**
- **Authorized fuel type;**
- **Fuel tank capacity;**
- **Odometer reading;**
- **Engine-hour reading, where applicable;**
- **Vehicle status; and**
- **Assigned identification credential.**

The system shall allow the District to:

1. **Add, modify, activate, and deactivate vehicles.**
2. **Restrict vehicles to the appropriate fuel type.**
3. **Prevent gasoline vehicles from receiving diesel fuel.**
4. **Prevent diesel vehicles from receiving gasoline.**
5. **Establish fuel quantity limits based on tank capacity.**
6. **Generate reports by vehicle.**
7. **Review vehicle fuel economy and consumption.**
8. **Identify unusual fuel usage or mileage entries.**
9. **Track fuel usage by department or vehicle classification.**

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6. ODOMETER AND ENGINE-HOUR CAPTURE

The system shall require the user to enter the vehicle odometer reading or engine-hour reading before fuel is dispensed, unless the information is automatically captured through an optional vehicle identification system.

The system shall:

1. **Compare the entered reading to the previous reading.**
2. **Reject or flag readings lower than the previous recorded reading.**
3. **Identify unreasonable mileage or hour increases.**
4. **Allow configurable tolerance limits.**
5. **Generate exception reports.**
6. **Calculate miles per gallon or fuel use per engine hour.**
7. **Allow an administrator to correct an entry while retaining an audit trail.**

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7. WIRELESS COMMUNICATION

The District prefers a wireless communication solution between the fuel island equipment and the system's administrative software where practical.

The wireless system shall:

1. **Use secure, encrypted communication.**
2. **Be suitable for outdoor commercial use.**
3. **Provide reliable communication between the fuel island and the designated District network or administrative location.**
4. **Minimize the need for new trenching or underground data cabling.**
5. **Automatically reconnect following a communication interruption.**
6. **Store fuel transactions locally when communications are unavailable.**
7. **Synchronize transactions when communication is restored.**
8. **Provide administrative notification of communication failures.**
9. **Be configured to prevent unauthorized access.**
10. **Support remote troubleshooting where authorized by the District.**

The vendor shall describe:

- **The proposed wireless technology;**
- **Expected operating range;**
- **Required antennas or access points;**
- **Required network connections;**
- **Encryption method;**
- **Security controls;**
- **Redundancy;**
- **Offline operation;**
- **Data synchronization;**
- **Bandwidth requirements; and**
- **Any recurring communication fees.**

The vendor shall identify any circumstances under which a wired connection is recommended or required.

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8. LIGHTNING, SURGE, AND ELECTRICAL PROTECTION

Because the system will operate outdoors, the vendor shall provide appropriate lightning protection, grounding, and surge suppression.

Protection shall be provided for:

- **Gasoline pump;**
- **Diesel pump;**
- **Fuel management controller;**
- **Power circuits;**
- **Data and communication lines;**
- **Network equipment;**
- **Wireless antennas;**
- **Tank-monitoring connections, if proposed; and**
- **Other sensitive electronic components.**

The vendor shall:

1. **Inspect the existing grounding system.**
2. **Verify that grounding and bonding are suitable for the proposed equipment.**
3. **Install surge protective devices where required.**
4. **Protect both electrical and communication circuits.**
5. **Use equipment designed for outdoor fuel island environments.**
6. **Comply with applicable electrical codes and manufacturer installation requirements.**
7. **Identify any recommended grounding or electrical upgrades.**

All electrical work shall be performed by properly licensed personnel.

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9. TRANSACTION RECORDS

The system shall create a complete record of each fuel transaction.

Each transaction record shall include, at a minimum:

- **Unique transaction number;**
- **Date;**
- **Start time;**
- **Completion time;**
- **User name or identification number;**
- **Vehicle number;**
- **Fuel type;**
- **Pump used;**
- **Quantity dispensed;**
- **Odometer or engine-hour reading;**
- **Fuel price or calculated cost, where used;**
- **Department or cost center;**
- **Transaction status;**
- **Manual override indicator, if applicable; and**
- **Exception or warning information.**

Transaction records shall be searchable, sortable, printable, and exportable.
The system shall retain transaction history for a minimum of five years or allow the District to establish a longer retention period.

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10. REPORTING REQUIREMENTS
The system shall provide standard and customizable reports, including:

- **Fuel usage by vehicle;**
- **Fuel usage by employee;**
- **Fuel usage by department;**
- **Gasoline usage;**
- **Diesel usage;**
- **Fuel usage by date range;**
- **Fuel cost by vehicle;**
- **Fuel cost by department;**
- **Vehicle miles per gallon;**
- **Fuel usage per engine hour;**
- **Odometer exception report;**
- **Unauthorized access attempts;**
- **Manual override report;**
- **Pump activity report;**
- **Inactive user report;**
- **Inactive vehicle report;**
- **Fuel transaction history; and**
- **System communication or fault report.**

Reports shall be exportable in commonly used formats, including:

- **PDF;**
- **Microsoft Excel; and**
- **CSV.**

The system should allow reports to be scheduled and automatically emailed to designated District personnel.

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11. SOFTWARE REQUIREMENTS
The proposed software shall:

1. **Be web-based or accessible from District-owned Windows computers.**
2. **Support multiple authorized users.**
3. **Provide role-based permissions.**
4. **Allow administrative management of users, vehicles, pumps, and fuel types.**
5. **Maintain an audit log of administrative changes.**
6. **Support secure remote access.**
7. **Provide automatic backups.**

8. **Support data export.**
9. **Provide software updates and security patches.**
10. **Display the operational status of both pumps and the fuel controller.**
11. **Allow authorized personnel to review transactions without being physically present at the fuel island.**
12. **Support future expansion if the District adds pumps, tanks, vehicles, or locations.**

The vendor shall clearly identify whether the software is:

- **Locally hosted;**
- **Cloud hosted;**
- **Subscription based;**
- **Perpetually licensed; or**
- **Licensed through another method.**

All recurring costs shall be clearly identified.

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12. DATA PROTECTION

The vendor shall disclose:

- **Where District data is stored;**
- **Who owns the data;**
- **How data is backed up;**
- **How long data is retained;**
- **Whether subcontractors or third parties have access;**
- **How the District may retrieve its data;**
- **How data will be returned or destroyed at contract termination; and**
- **The vendor's procedures for notifying the District of a security incident.**

District data shall remain the property of Union County School District.

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13. OPTIONAL RFID VEHICLE OR DRIVER IDENTIFICATION

The vendor shall provide separate optional pricing for an RFID-based vehicle identification system.

The optional RFID system should automatically identify an authorized vehicle when it enters the fueling position or when the fuel nozzle is inserted.

The RFID option shall:

1. **Automatically identify the vehicle.**
2. **Confirm that the vehicle is authorized.**
3. **Confirm the correct fuel type.**
4. **Prevent dispensing to an unauthorized vehicle.**
5. **Prevent the transfer of fuel to another vehicle or container where supported by the technology.**
6. **Automatically associate the transaction with the correct vehicle.**
7. **Integrate with the proposed fuel management software.**
8. **Reduce or eliminate manual vehicle-number entry.**
9. **Support installation on school buses, maintenance vehicles, activity buses, and other District fleet vehicles.**
10. **Allow RFID devices to be added, replaced, activated, and deactivated.**

The vendor shall identify:

- **RFID technology used;**
- **Required vehicle hardware;**
- **Installation method;**
- **Expected service life;**
- **Reading distance;**
- **Compatibility with gasoline and diesel vehicles;**
- **Whether odometer or engine-hour data can be captured automatically;**
- **Number of RFID vehicle devices included;**
- **Cost per additional vehicle;**
- **Replacement cost;**
- **Warranty; and**
- **Annual or recurring costs.**

The District reserves the right to purchase the RFID option at the time of award or at a later date.

14. INSTALLATION REQUIREMENTS

The vendor shall provide a complete and professional installation.

Installation shall include:

- **Removal of existing pumps;**
- **Installation of one gasoline pump;**
- **Installation of one diesel pump;**
- **Connection to existing tanks and piping;**
- **Electrical connections;**
- **Grounding and bonding;**
- **Lightning and surge protection;**
- **Fuel management controller installation;**
- **Wireless communication setup;**
- **Software installation and configuration;**
- **Pump programming;**
- **User and vehicle database configuration;**
- **System testing;**
- **Cleanup;**
- **Training; and**
- **Final documentation.**

The vendor shall coordinate the work to minimize interruption to District transportation operations.

Any planned shutdown of the fueling facility shall be approved in advance by the District.

The vendor shall provide a proposed installation schedule and estimated number of days the fueling facility will be unavailable.

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15. PERMITS, LICENSES, AND CODE COMPLIANCE

The selected vendor shall obtain and pay for all permits, inspections, licenses, and approvals required for the project unless otherwise stated by the District.

All work shall comply with applicable:

- **Federal requirements;**
- **South Carolina laws and regulations;**
- **Local ordinances;**
- **Fire codes;**
- **Environmental regulations;**
- **Electrical codes;**
- **Fuel dispensing standards;**
- **Occupational safety requirements;**
- **Manufacturer installation instructions; and**
- **Inspection requirements.**

The vendor shall use appropriately licensed and qualified personnel.

The vendor shall identify any work that will be performed by subcontractors.

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16. TESTING AND COMMISSIONING

Before final acceptance, the vendor shall test the complete system.

Testing shall include:

1. **Gasoline pump operation.**
2. **Diesel pump operation.**
3. **Pump meter accuracy.**
4. **User authentication.**
5. **Vehicle identification.**
6. **Correct fuel-type authorization.**
7. **Odometer and engine-hour entry.**
8. **Transaction recording.**
9. **Wireless communication.**

10. **Offline operation.**
11. **Transaction synchronization.**
12. **Reporting.**
13. **Administrative controls.**
14. **Emergency shutoff operation.**
15. **Surge protection and grounding verification.**
16. **Optional RFID operation, if purchased.**
17. **System backup and recovery.**
18. **Remote support connectivity.**

The District shall be permitted to observe and participate in acceptance testing.
Any deficiencies identified during testing shall be corrected before final acceptance.

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17. TRAINING
The vendor shall provide on-site or live instructor-led training for District personnel.
Training shall include:

- **Daily fueling procedures;**
- **User authentication;**
- **Vehicle selection;**
- **Gasoline and diesel pump operation;**
- **Administrator functions;**
- **Adding and removing users;**
- **Adding and removing vehicles;**
- **Report generation;**
- **Odometer exception management;**
- **Manual overrides;**
- **System troubleshooting;**
- **Offline operation;**
- **Data backup and recovery;**
- **Optional RFID administration; and**
- **Vendor support procedures.**

The vendor shall provide electronic copies of:

- **User manuals;**
- **Administrator manuals;**
- **Quick-reference guides;**
- **Troubleshooting guides;**
- **Equipment manuals; and**
- **Training materials.**

5.3 SITE PHOTOS –

Photographs are provided for reference only. Vendors are responsible for verifying all field conditions.

Whole site.



Hook Ups on Conventional Gas Tank



Electrical Conduit between Conventional Gas Pump and Breaker Box Pole



Both Tanks perspective



Conventional Gas position and relationship to Power Pole.



Power conduit on Power Pole



Breaker Box



Conventional gas tank



Connection to Pump from Conventional gas tank.



Connection from Diesel tank to conventional gas pump



Back of conventional gas pump



Position of Diesel pump in relation to diesel tank



Side of diesel tank



Conventional gas pump with reader (reader does not work)



Diesel Pump



Diesel Tank



Measurements (approximate):
From Conventional Gas Tank to Power Pole – 10.5'
From Conventional Gas hookup to Power Pole – 23.5'
From Conventional Gas Pump to Conventional Gas Tank – 43.5'

Size of Tanks (approximate):
Conventional Gas (non-ethanol) – 1000 gallons
Diesel – 2000 gallons

5.4 GUARANTEES AND WARRANTIES –

The vendor shall provide a minimum one-year warranty beginning upon final acceptance of the complete system. The warranty shall cover:

- **Gasoline pump;**
- **Diesel pump;**
- **Fuel management controller;**
- **Wireless communication equipment;**
- **RFID equipment, if purchased;**
- **Software;**
- **Installation workmanship;**
- **Electrical and communication components installed by the vendor; and**
- **All other supplied equipment.**

The warranty shall include:

- **Telephone support;**
- **Remote technical support;**
- **Software updates;**
- **Security patches;**
- **Repair or replacement of defective parts;**
- **Labor;**
- **Travel; and**

- **On-site service when remote resolution is unsuccessful.**

The vendor shall provide separate pricing for extended warranty and maintenance options.

5.5 District Locations

Maintenance Office – 1417 Whitmire Hwy, Union SC 29379

VI. QUALIFICATIONS OF OFFEROR

In order to respond to this request, the Offeror must demonstrate the following qualifications. This would apply to you or any subcontractor (at any tier level) that you identify pursuant to the subcontractor identification:

1. Offeror must be a certified partner for the products proposed, as well as, an authorized installer.
2. Minimum of five (5) years' experience with similar product offering as specified. Please include a brief history of similar experience in providing work of a similar size and scope.
3. Must have proper insurance documentation available at all times and include this documentation in response (statement of insurance coverage is sufficient however proof must be provided when required by District, County or State Personnel.)
4. Financial statements for the last two fiscal years may be requested and must be provided to determine responsibility. [Reference Statement of Concepts No. 5 (FASB. December, 1984]
5. Please provide a narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history of experience of your organization.
6. Please provide a list of failed projects, suspensions, debarments, and significant litigation.
7. If available, please supply, if requested, the Dun and Bradstreet Qualifier Report (SQR) for the last three years.

The proposer shall provide documentation from the pump manufacturer and the fuel management software manufacturer stating that the proposer is an authorized distributor, installer, or service provider. Documentation shall be included with the proposal.

VII. COSTS

Please fill in Attachment 1 of 4 completely in US Dollars. Any items that do not apply please write NA.

VIII. PROPOSAL EVALUATION CRITERIA

Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee as follows:

Due to the complexity of the system, during the evaluation process, offeror's meeting requirements of the proposal may be required to provide a presentation/demonstration. This will provide the opportunity for offeror's to clarify their proposals and to ensure a thorough understanding of the system functionality. The presentation/demonstration will be provided either on-site or web-based. Any cost incurred for the presentation/demonstration will be provided at the offeror's expense. The District reserves the right to determine the number of demonstrations that will be asked. At minimum the District will allow the top two score to offer demonstrations of their products/services. During the demonstration process example products, if applicable, may also be requested to determine product quality.

The Union County School District intends to award this contract to the responsive and responsible proposer whose proposal is determined to be the most advantageous to the District, taking into consideration price and the evaluation factors identified below.

The District reserves the right to request clarifications, conduct interviews or product demonstrations, perform reference checks, negotiate with one or more proposers as permitted by law, and reject any or all proposals if determined to be in the best interest of the District.

Proposals will be evaluated using the following criteria:

Evaluation Factor	Maximum Points
Cost Proposal	30
Technical Compliance with Specifications	25
Vendor Qualifications and Experience	15
System Functionality and Features	15
Installation Approach and Project Schedule	10
Warranty, Training, and Technical Support	5
Total Possible Points	100

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1. Cost Proposal (30 Points)

Cost proposals will be evaluated based upon the total cost of ownership, including:

- **Equipment**
- **Replacement of one gasoline pump and one diesel pump**
- **Installation**
- **Fuel management controller**
- **Software licensing**
- **Wireless communications**
- **Training**
- **Warranty**
- **Required accessories**
- **Initial implementation costs**

- **Recurring annual costs**
- **Long-term operational costs**

The lowest responsive and responsible cost proposal shall receive the full thirty (30) points.

All other proposals shall be scored using the following formula:

Vendor Score = (Lowest Responsive Cost ÷ Vendor Cost) × 30

The District reserves the right to evaluate lifecycle costs rather than initial purchase price alone.

Maximum Points: 30

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2. Technical Compliance with Specifications (25 Points)

The proposal will be evaluated based upon the extent to which the proposed solution satisfies the technical requirements of the RFP, including but not limited to:

- **Replacement of one gasoline dispensing pump and one diesel dispensing pump**
- **Compatibility with the District's existing fuel storage tanks**
- **Fuel management controller functionality**
- **User authentication capabilities**
- **Vehicle identification and tracking**
- **Wireless communication capabilities**
- **Lightning and surge protection**
- **Reporting capabilities**
- **Software functionality**
- **Cybersecurity features**
- **Overall completeness of the proposed solution**

Maximum Points: 25

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3. Vendor Qualifications and Experience (15 Points)

The District will evaluate the vendor's demonstrated experience with similar commercial or governmental fleet fueling systems.

Evaluation may include:

- **Years in business**
- **Experience with K–12 school districts or governmental agencies**
- **Experience installing commercial fueling systems**
- **Experience integrating fuel management software**
- **Qualifications of assigned personnel**
- **References from similar projects**
- **Financial stability**
- **Manufacturer certifications**

Maximum Points: 15

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4. System Functionality and Features (15 Points)

The proposed solution will be evaluated on the overall functionality, usability, flexibility, and long-term value offered.

Evaluation may include:

- **Ease of use**
- **User and vehicle management**
- **Reporting capabilities**
- **Inventory management**
- **Exception reporting**
- **Mobile or web access**
- **Remote administration**
- **Offline operation**
- **Expandability**
- **Optional RFID capabilities**
- **Overall innovation**

Maximum Points: 15

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5. Installation Approach and Project Schedule (10 Points)

The District will evaluate the vendor's proposed implementation plan.

Evaluation may include:

- **Installation methodology**
- **Project schedule**
- **Estimated downtime**
- **Testing procedures**
- **Commissioning process**
- **Safety practices**
- **Quality control**
- **Project management**
- **Coordination with District personnel**

Maximum Points: 10

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6. Warranty, Training, and Technical Support (5 Points)

Evaluation will include:

- **Warranty coverage**
- **Technical support availability**
- **Response times**
- **Availability of replacement parts**
- **Software updates**
- **Training program**
- **Documentation**
- **Local or regional service presence**

Maximum Points: 5

Best Value Determination

Award shall be made to the responsive and responsible proposer whose proposal is determined to provide the best overall value to the Union County School District after consideration of all evaluation criteria contained in this Request for Proposals.

The District reserves the right to negotiate final terms and conditions with the highest-ranked proposer prior to contract award.

IX. TERMS AND CONDITIONS

1. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

2. BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Union County Schools. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

3. CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

4. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

5. DISCUSSIONS WITH BIDDERS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

6. DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by Union County Schools regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7. EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

8. FALSE CLAIMS: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel,

money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

9. FORCE MAJURE: The Contractor 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 contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government 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 and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

10. NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

11. NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

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

13. PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

14. SETOFF: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

15. SURVIVAL OF OBLIGATION: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

16. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

17. THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

18. WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

X. PROPOSAL CONTENTS

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below.
Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all services meet the requirements of this RFP.

To facilitate a consistent and equitable evaluation process, each proposer shall organize its proposal in the order listed below. Failure to provide the requested information may result in a determination that the proposal is non-responsive or may reduce the vendor's evaluation score.
The proposal shall contain, at a minimum, the following sections:

Section 1 – Cover Letter
The proposal shall include a cover letter signed by an individual authorized to legally bind the proposer.
The cover letter shall include:

- Company name
- Corporate address
- Primary contact person
- Telephone number
- Email address
- Statement that the proposal is valid for a minimum of one hundred twenty (120) calendar days
- A statement acknowledging receipt of all addenda
- Signature of an authorized company representative

Section 2 – Executive Summary
Provide a brief overview of the proposed solution including:

- Description of the proposed fuel management system
- Proposed gasoline and diesel pumps
- Major system capabilities
- Wireless communication approach
- Major advantages of the proposed solution
- Summary of optional RFID capabilities
- Overall project approach

Section 3 – Company Qualifications
Provide information regarding the proposer, including:

- Company history
- Years in business
- Number of employees
- Office locations
- Financial stability
- Experience with commercial fleet fueling systems
- Experience with K–12 school districts, governmental agencies, or similar public entities
- Manufacturer certifications
- Licensing information
- Insurance information

Section 4 – Relevant Experience

Provide descriptions of at least three (3) projects completed within the last five (5) years that are similar in size and scope. For each project include:

- Customer name
- Project location
- Completion date
- Number of pumps installed
- Fuel management system provided
- Description of services performed
- Customer contact information
- Current operational status

Section 5 – Technical Proposal

Provide a detailed description of the proposed system including:

Fuel Dispensing Equipment

- Manufacturer
- Model numbers
- Technical specifications
- Flow rates
- Pump features
- Warranty

Fuel Management Controller

- Controller specifications
- User authentication methods
- Vehicle tracking
- Reporting capabilities
- Inventory management
- Offline operation
- Data storage

Software

- Software overview
- Licensing model
- Hosting model
- User management
- Reporting
- Dashboard capabilities
- Cybersecurity features
- Backup procedures
- Update process

Wireless Communications

- Communication technology
- Encryption
- Communication range
- Reliability
- Offline capabilities
- Recovery process

Lightning and Surge Protection

Describe:

- Grounding
- Surge protection devices
- Electrical protection
- Outdoor equipment protection

Optional RFID Solution

Describe:

- Vehicle identification
- Driver identification
- Required hardware
- Installation method
- Expandability

Section 6 – Installation Plan

Describe the proposed implementation including:

- Site evaluation
- Removal of existing pumps
- Installation of new pumps
- Electrical work
- Fuel line connections
- Programming
- Testing
- Training
- Final commissioning
- Estimated project schedule
- Estimated downtime

Include a proposed project schedule identifying major milestones.

Section 7 – Training Plan

Describe the proposed training program including:

- Administrator training
- User training
- Transportation staff training
- Training materials
- User manuals
- Follow-up support

Section 8 – Warranty and Technical Support

Provide information regarding:

- Equipment warranty
- Software warranty
- Labor warranty
- Technical support hours
- Service response times
- Remote support
- On-site support
- Preventive maintenance
- Extended warranty options

Section 9 – References

Provide at least three (3) references for projects similar in scope.

Include:

- Organization name
- Contact person
- Title
- Telephone number
- Email address
- Brief project description

The District reserves the right to contact any reference.

Section 10 – Exceptions to the RFP
Clearly identify any exceptions, deviations, substitutions, or proposed alternatives to the requirements contained in this Request for Proposals.
Failure to identify an exception shall be interpreted as acceptance of the requirement.

Section 11 – Required Forms (Cover Page and Attachments 1-4)
Include all completed forms and signature pages required by this solicitation, including:

- Proposal Submission Form
- Cost Proposal Form
- Non-Collusion Affidavit
- Certification Regarding Debarment and Suspension (if applicable)
- Drug-Free Workplace Certification (if applicable)
- Iran Divestment Certification (if applicable)
- Buy America or other federal certifications (if applicable)
- Addenda Acknowledgment Form
- Vendor Information Form
- W-9
- Certificate of Insurance
- Business License (if applicable)
- Proof of Authority to Conduct Business in South Carolina

Section 13 – Cost Proposal
Complete the District's Cost Proposal Form.

XI. SPECIAL INSTRUCTIONS

1. CHANGES:
   A. Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
      (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
      (b) method of shipment or packing;
      (c) place of delivery;
      (d) description of services to be performed;
      (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
      (f) place of performance of the services.

      Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
   B. Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
   (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
   (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

3. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department**. Union County Schools shall be listed as Certificate Holder.**

4. (If applicable) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:	
General Aggregate (per project)	$1,000,000
Products/Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$ 50,000
Medical Expense (Any one person)	$ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):	
Combined Single Limit	$1,000,000
WORKERS COMPENSATION: State Statutory	
Employees Liability-per accident	$100,000
Disease – Policy Limit	$500,000
Disease, Each Employee Limit	$100,000
Comprehensive Automobile Liability, including:	

All owned Automobiles, Non owned, and Hired Car Coverage, Bodily Injury and Property Combined – Single Limit	$1,000,000
Bodily injury and Property Damage -	$750,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Union County Schools (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

5. CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractors shall also check-in to the school each day when arriving onsite.

6. CONTRACTOR'S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7. DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

8. DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

9. DESCRIPTIVE LITERATURE: Your offer must include manufacturer's latest literature showing complete product specifications.

10. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

11. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document,

statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

12. INDEMNIFICATION-THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify Union County Schools, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

13. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

14. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.

17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

18. PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for products, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.

20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur

obligations as are necessary to do so. (3) Right to Supplies-The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

21. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. The district requests a minimum of 5 years for warranty and against manufacturer defects.

22. IRAN DIVESTMENT ACT OF 2014: (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PSIPS-irandivestment.phtm Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

23. Discrimination Against World Trade Organization Members (S.C. Code 11-35-5300) Vendor will not boycott person/entity based/in business with jurisdiction with whom South Carolina trades.

XII. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY

Statement of Policy

It is the policy of the Union County Schools that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of UCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Union County Schools will comply with this UCSD policy.

Union County Schools 130 West Main Street, Union SC 29379	Request for Proposal:	UCSD-2026-RFP-MAINT-001
	Date Issued:	July 23, 2026
	Finance Director:	Timothy Barnado
	E-Mail Address:	tbarnado@union.k12.sc.us

XIII: ATTACHMENTS

COST PROPOSAL FORM

TRANSPORTATION FUEL MANAGEMENT AND TRACKING SYSTEM

Attachment 1 of 4

Instructions: Vendors shall complete every applicable line. Prices shall include all labor, materials, equipment, freight, travel, permits, fees, programming, testing, training, and other costs necessary for a complete turnkey installation. Enter "Included" or "N/A" where appropriate. Any exclusions or assumptions must be listed in Section F.

A. BASE PROPOSAL - TURNKEY SYSTEM

Item	Description	Qty.	Unit Price	Extended Price
A1	Site inspection, field verification, design, and project coordination	1	$_____	$_____
A2	Removal and proper disposal of existing gasoline dispensing pump	1	$_____	$_____
A3	Removal and proper disposal of existing diesel dispensing pump	1	$_____	$_____
A4	New commercial-grade gasoline dispensing pump, complete	1	$_____	$_____
A5	New commercial-grade diesel dispensing pump, complete	1	$_____	$_____
A6	Connection of new pumps to existing tanks and piping	1	$_____	$_____
A7	Fuel management controller for both pumps	1	$_____	$_____
A8	User identification and vehicle tracking system	1	$_____	$_____
A9	Wireless communication equipment and configuration	1	$_____	$_____
A10	Lightning protection, grounding, bonding, and surge suppression	1	$_____	$_____
A11	Fuel management software and initial licenses	1	$_____	$_____
A12	Electrical work, wiring, conduit, mounting, and related installation	1	$_____	$_____

A13	Programming, configuration, database setup, testing, and commissioning	1	$_____	$_____
A14	Training, manuals, documentation, and final acceptance support	1	$_____	$_____
A15	Permits, inspections, freight, travel, and all miscellaneous costs	1	$_____	$_____
TOTAL BASE PROPOSAL				**$_____**

B. OPTIONAL RFID AND ENHANCEMENT PRICING

Item	Description	Qty.	Unit Price	Extended Price
B1	RFID vehicle identification system - initial controller/readers and setup	1	$_____	$_____
B2	RFID vehicle device/tag, installed	____	$_____	$_____
B3	RFID driver card, badge, or key fob	____	$_____	$_____
B4	Automatic odometer capture per vehicle	____	$_____	$_____
B5	Automatic engine-hour capture per vehicle	____	$_____	$_____
B6	Automatic tank-level monitoring integration	1	$_____	$_____
B7	Additional on-site training session	____	$_____	$_____
B8	Other proposed optional feature: _____	____	$_____	$_____

C. RECURRING AND LIFECYCLE COSTS

Item	Recurring Cost Description	Billing Frequency	Year 1	Years 2-5 Total
C1	Annual software license or subscription	_____	$_____	$_____
C2	Cloud hosting or data storage	_____	$_____	$_____
C3	Wireless/cellular communication fees	_____	$_____	$_____
C4	Annual support and maintenance	_____	$_____	$_____
C5	Extended warranty or preventive maintenance	_____	$_____	$_____
C6	Other recurring cost: _____	_____	$_____	$_____
TOTAL RECURRING COSTS			**$_____**	**$_____**

D. EVALUATED PRICE SUMMARY

1. Total Base Proposal	$
2. Selected Optional Items (if included for evaluation)	$
3. Five-Year Recurring Costs	$
4. Other Evaluated Costs	$
TOTAL EVALUATED PRICE	**$**

E. SERVICE RATES AND WARRANTY INFORMATION

Standard labor rate	$_____ / hour	**Emergency/after-hours rate**	$_____ / hour
Travel or trip charge	$_____	**Mileage rate**	$_____ / mile
Base warranty term	_____ months	**Extended warranty cost**	$_____
On-site response time	_____	**Remote response time**	_____
Estimated installation duration	_____ calendar days	**Estimated fueling-site downtime**	_____ days
Pricing valid for	_____ days	**Proposed payment terms**	_____

F. ASSUMPTIONS, EXCLUSIONS, AND ALTERNATE PRICING
Assumptions:

_____
_____
_____
_____

Exclusions:

_____
_____
_____
_____

Alternate or value-engineered proposal:

_____
_____
_____
_____

G. VENDOR CERTIFICATION

The undersigned certifies that the pricing provided is complete and accurate, includes all costs necessary to perform the proposed work except those specifically identified as exclusions, and will remain firm for the period stated above. The undersigned further certifies that they are authorized to bind the vendor to the proposal.

Authorized Signature:	_____	**Date:**	_____
Printed Name and Title:	_____	**Phone:**	_____
Vendor Legal Name:	_____	**Email:**	_____

Union County Schools 130 West Main Street, Union SC 29379	Request for Proposal:	UCSD-2026-RFP-MAINT-001
	Date Issued:	August 27, 2026 @ 2:00 PM
	Procurement Director:	Timothy Barnado
	E-Mail Address:	tbarnado@union.k12.sc.us

XIII. Iran Divestment Act

Project: TRANSPORTATION FUEL MANAGEMENT AND TRACKING SYSTEM

Attachment 2 of 4

IRAN DIVESTMENT ACT OF 2014 (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PSIPS-irandivestment.phtm Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

Vendor Name (Printed)	Taxpayer Identification No.

I, the official named above, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List

X _____ _____

Signature of Vendor Date

Union County Schools 130 West Main Street, Union SC 29379	Request for Proposal: Date Issued: Finance Director: E-Mail Address:	UCSD-2026-RFP-MAINT-001 August 27, 2026 @ 2:00 PM Timothy Barnado tbarnado@union.k12.sc.us

XIV. REFERENCE FORM (Duplicate if necessary)

Project: TRANSPORTATION FUEL MANAGEMENT AND TRACKING SYSTEM

Attachment 3 of 4

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

E-mail address: _____ **Date service provided:** _____

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

E-mail address: _____ **Date service provided:** _____

Union County Schools **130 West Main Street, Union SC 29379**	**Request for Proposal:** **UCSD-2026-RFP-MAINT-001** **Date Issued:** **August 27, 2026 @ 2:00 PM** **Finance Director:** **Timothy Barnado** **E-Mail Address:** **tbarnado@union.k12.sc.us**

XV. Statement of Acceptance

Project: TRANSPORTATION FUEL MANAGEMENT AND TRACKING SYSTEM

Attachment 4 of 4

I, the undersigned, have read Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

Non-Collusion:

(1) I AM fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP:
(2) Such RFP is genuine and is not a collusive or sham RFP:
(3) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham in connection with the Contract for which the attached RFP has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed Contract; and
(6) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Conflict of Interest

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Union County Schools vendor database. It may further result in termination of any contractual relationship with UCSD (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.

3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-Contractor(s), nor does Offeror or Offeror's sub-Contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-Contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-Contractor(s) in order to solicit or secure an agreement with UCSD as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a Contractor's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors.

The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered

Proposal Preparer (please print)	Company Name
Proposal Preparer (signature)	Company Address
Telephone Number	Fax Number
Email address (if available)	