



**South Carolina
Legal Services**

Balancing the Scales of Justice

Request for Proposal
FOR
TELECOMMUNICATION SERVICES
[Local Voice, Long Distance, Wide Area Network, Internet]

RFP# 2021-09-28

ISSUED DATE: SEPTEMBER 28, 2021

SUBMISSION DATE: NOVEMBER 30, 2021, AT 4:00 P.M. EST

NOTICE TO PROPOSERS

Notice is hereby given that Vendor responses to this Request for Proposal (RFP) must be submitted in electronic form. Please submit an electronic copy of your proposal response, along with attachments, to the email address indicated below. All responses must be received on or before close of business (4:00 pm EST) on November 30, 2021.

Proposals received after 4:00 pm ET on November 30, 2021, will not be considered.

The proposal response shall be labeled "Telecommunication Data and Voice Services, RFP# 2021-09-28.

Should the proposer have a question, note any discrepancy, require clarification, or request interpretation(s) of any kind, the proposer shall submit a request to: Pat Muller, Information Technology Manager, patmuller@sclegal.org. All **questions** must be received **via email** no later than **October 19, 2021**. SCLS will only provide answers in the form of an Addendum to this RFP. The Addendum will be posted for all proposers by October 26, 2021.

Any Vendor who wishes their proposal to be considered is responsible for making certain that their proposal response is received by the deadline.

Vendors may view and download this RFP document on SCLS' website at:

<https://sclegal.org/procurement/>

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1. INTRODUCTION

1.1 PURPOSE OF THE RFP

South Carolina Legal Services (SCLS) requests proposals from qualified Vendors for the provision of telecommunication, data, and voice services. Our objective is to partner with a qualified Vendor that will provide the telecommunication data and voice services in accordance with the terms of this RFP, in the most cost effective and efficient manner. SCLS seeks to finalize this Telecommunications RFP selection process by December 17, 2021.

This RFP provides the requirements and evaluation criteria. SCLS requests detailed responses from all prospective Vendors, including pricing and service descriptions, in a specified format. SCLS will conduct a thorough review and evaluation of the responses received from this RFP.

1.2 CATEGORIES/SERVICES SOLICITED

This RFP covers the following categories of services: Traditional Voice, VoIP, IP Data, Cloud Services, Virtual Meetings, Conference Calling, International Calling, Web/Video Conferencing, Professional Services, Wireless Network Services, and any other telecommunication services as required by SCLS.

1.3 SOUTH CAROLINA LEGAL SERVICES

SCLS is a 501(c) (3) non-profit statewide law firm that provides free legal services in a wide variety of civil (non-criminal) legal matters to eligible low-income residents of South Carolina. SCLS is funded by grants from the Legal Services Corporation, the South Carolina Bar Foundation, local United Ways, state court filing fees, and other federal, state, and local funding. SCLS has ten (10) offices located around the state, including our statewide Intake Office. There are currently 115 employees at SCLS ([SCLS office locations, Appendix D](#)). For more information about SCLS, please visit our website at: <http://www.scllegal.org>.

1.3 SCLS' EXISTING PHONE AND NETWORK INFRASTRUCTURE

1.3.1 PHONE INFRASTRUCTURE

SCLS uses a premised based VoIP phone system, using Asterisk PBX built on the Linux platform. The system is used in all offices including the statewide Intake Office. There are

approximately 160 desktop VOIP phones located throughout the offices statewide, in addition to 20 lines for fax and alarms purposes.

See **Appendix B** for a ‘Communications Diagram’ of SCLS Sites.

The selected Vendor will be provided with SCLS’ working telephone number (WTN) report.

1.3.2 NETWORK INFRASTRUCTURE

WIDE AREA NETWORK

- (a) SCLS’ infrastructure is configured on the Multi-Protocol Label Switching (MPLS) platform consisting of a Wide Area Network (WAN) and Local Area Networks (LANs) with each office having at least 1 T1 line. SCLS’ MPLS network’s connection to the Internet is provided by SEGRA Communications, on a 400MB AT&T circuit (See **Appendix E** “SCLS MPLS Wide Area Network Diagram”).

Data: Eight (8) offices have 20MB of fiber for voice/data. Two offices (*Conway and Rock Hill offices*) have 10MB of fiber for data. [*Conway and Rock Hill offices were not upgraded due to the fact there were type 2*].

An additional 400 MB [200MB to Internet, 200MB to Internal Network Cloud] / DDoS] of bandwidth is available in the data center located in Greenville, South Carolina. For disaster recovery/business continuity purposes, 4 of the larger offices have 4G/LTE - Fail Over IBR600LE-VPRN.

Voice: Eight (8) SCLS’ offices are connected to voice services provided by SEGRA Communications. The remaining two (2) offices are off network for voice services: (*Conway – Frontier Communications*) and (*Rock Hill – Comporium Communication network*).

See **Appendix C** for a listing of SCLS sites with T1 and fiber optic data circuits. The Appendix lists all SCLS sites, distribution of phone, fax, and alarm systems designated lines information.

2. SCOPE OF WORK

2.1 OVERVIEW

SCLS is seeking proposals for telecommunication voice and data services. Our objective is to meet SCLS' telecommunication, local and long-distance, and data communication services needs in the most cost effective and efficient manner. The quantities described in this RFP are estimates only. SCLS is not obligated to purchase any quantity of services detailed herein.

2.2 VOICE SERVICES REQUESTED

SCLS offices that require local and long-distance voice services are set forth in **Appendix C**, which also contains information regarding the current voice communications services that each location receives.

The following specific services are requested by category:

- **Local Toll:** the ability to make and receive telephone calls in our immediate geographic area effectively and efficiently.
- **In-State:** the ability to make and receive telephone calls outside of the immediate geographic area but within the State of South Carolina effectively and efficiently.
- **State-to-State:** the ability to make and receive domestic calls effectively and efficiently.
- **International:** the ability to make and receive calls (office specific) with specified countries outside of the United States effectively and efficiently.

2.3 DATA COMMUNICATION SERVICES REQUESTED

The list of SCLS offices in need of data communication services is set forth in **Appendix D**.

2.4 CURRENT SERVICES PROVIDERS

- A. Telecommunications Services: SEGRA Communications, Frontier Communications and Comporium Communications
- B. Local – SEGRA Communications, Frontier Communications and Comporium Communications
- C. Long Distance – SEGRA Communications, Frontier Communications and Comporium Communications, AT&T

2.5 BILLING

Billing shall be provided on a Summary Bill with detailed line, circuit or calling information available. All billing/invoicing shall be in accordance with rates quoted herein. SCLS shall not be subject to charges not detailed or quoted herein. Billing documents should be available in paper and electronic format. Vendor must identify any extra charges for billing media options.

- (a) Describe available billing assistance.
- (b) Contactor shall describe methodology for resolving billing issues.
- (c) The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by SCLS, Vendor will provide adjustment of charges within two billing cycles of notification.
- (d) Contractor must provide a policy regarding the issuing of credits.

3. GENERAL TERMS AND CONDITIONS

This RFP is not a contract offer. Receipt of a proposal neither commits SCLS to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. SCLS reserves the right to contract with a Vendor for reasons other than price. Failure to answer any question(s) in this RFP may subject the proposal response to disqualification. SCLS reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to the bid specifications are met.

Products and services which are not specifically requested in the RFP, but which are necessary to provide the functional capabilities proposed by the Vendor, must be included in the proposal.

3.1 COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

3.2 RIGHT OF REJECTION

SCLS will review the proposals for compliance with the procedural requirements set forth in this RFP and will reject any proposal that fails to meet the minimum requirements. Any deviation from the performance requirements or other terms of the RFP, informalities, or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by SCLS at its discretion.

SCLS reserves the right to accept or reject all proposals, or any part of any proposal, without penalty. SCLS may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately.

In addition, SCLS reserves the right to fund (and proceed with the project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of SCLS.

3.3 INSURANCE REQUIREMENTS

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix H which may arise out of or result from the Vendor's operations under the contract, whether such operations are performed by the Vendor or subcontractor or by anyone directly employed by the Vendor. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form **Appendix H**.

3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal response, Vendor certifies that neither Vendor nor Vendor principal is presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, or from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

3.5 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the Freedom of Information Act. In accordance with the Act, certain information is subject to public disclosure. Be advised that should Vendor deem any portion of your proposal response as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)

The successful Vendor(s) will be advised of selection by SCLS through the issuance of a Notification of Award letter via email. Any notification of the selection of the successful Vendor(s) shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.

3.7 PROPOSED TERMS OF CONTRACT

SCLS is requesting that the selected Vendor enter a three (3) year contract with the option to extend the contract on an annual basis, if determined to be in the best interest of SCLS. The contract shall begin on a mutually agreed upon date between SCLS and the successful Vendor, which should be after the application gets approved by SCLS' Board of Directors and the Legal Services Corporation and can be extended on an annual basis for a maximum of two (2) years at the sole discretion of SCLS.

3.8 SECURITY AND CLEARANCES

All personnel (Vendors and subcontractors) that will be working on this project at SCLS offices must observe all security and safety procedures of the office, including all COVID-19 health and safety office procedures, and must secure all record checks required by law.

3.9 ADDITIONAL INFORMATION FOR THE PROVIDERS

SCLS reserves the right to:

- Amend, modify, cancel this RFP, or not award any contract.
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers.
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP.
- Utilize all ideas submitted in the RFP proposals received.
- Request providers to clarify their RFP proposals.
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s).

3.10 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Vendor or supplier orally.

3.11 CONTRACT TYPE

The contract resulting from this solicitation will be a **fixed-price contract**.

3.12 PAYMENT TERMS

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line-item pricing on the Purchase Order and made within thirty (30) days after the date of the invoice.

SCLS reserves the right to reduce or withhold contract payment if Vendor does not provide SCLS with all required deliverables within the time frame specified in the contract or if the Vendor otherwise materially breaches the terms and conditions of the contract.

3.13 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on www.scllegal.org/procurement. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to SCLS' website's procurement section. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

3.14 SUBMISSION DEADLINE

To be eligible for consideration, proposals must be received via email no later than **4:00 PM EST, November 30, 2021**. Any proposal received by SCLS after the submission deadline, no matter what the reason, will be rejected.

3.15 DURATION OFFER

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

3.16 TERMS AND CONDITIONS

Any contract entered in connection with this RFP solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCLS shall bear no responsibility for monitoring the Vendor's compliance with said legal

requirements. If the Vendor fails to maintain legal compliance, SCLS may find said Vendor in default.

4. CALENDAR OF EVENTS

The following table summarizes calendar of events for this RFP.

September 28, 2021	Website Posting of RFP
October 19, 2021	Deadline for submitting questions
October 26, 2021	Addendum Posted
November 30 , 2021	Deadline for receipt of proposals
December 17, 2021	Approval and announcement of Vendor selection(s)

5. PROPOSAL FORMAT

5.1 GENERAL

The proposal responses shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of SCLS.

SCLS reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none. SCLS reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of SCLS. The proposal is to include contact information, including principle, contacts and officers, main and local business addresses, tax identification number, voice and fax numbers and email addresses. Vendor must sign proposal. An unsigned proposal may be rejected.

5.2 PROPOSAL FORMAT

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or attachments.

Proposals shall be organized into the following major sections:

5.2.1 COVER LETTER

The letter shall identify company name, core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to this RFP.

5.2.2 EXECUTIVE SUMMARY

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor's ability to provide the products and services required in this RFP.

5.2.3 COMPANY BACKGROUND AND HISTORY

- (a) Describe experience of company in general providing consulting/professional services.
- (b) Describe relevant services carried out in the last five (5) years which illustrate firm's experience as it relates to this RFP.

5.2.4 EVIDENCE OF RESPONSIBILITY

Vendors shall submit, with their proposal, all necessary evidence showing their financial resources; experience in the type of work being required by SCLS; business' availability for the performance of the work, and any other required evidence of qualifications to perform. SCLS shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's/Vendor's responsibility and capability to perform may result in rejection of the proposal.

5.2.5 PROJECT APPROACH / MANAGEMENT

Please include the following information in this section:

- (a) Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP.

SCLS' Master Service Agreement (MSA) with SEGRA Communications expired on May 1, 2018; SCLS amended the MSA on September 15, 2020, to increase data/voice services, and is currently on a month-to-month agreement. Therefore, SCLS would need to receive its new contracted services as soon as possible once a signed contract is in force.

- (b) Describe your implementation plan and schedule, including a detailed timeline and milestones.
- (c) Include a description of how the project team will be structured, its roles and responsibilities, location within the company's organizational framework.
- (d) Proposals submitted must also address how the Vendor will ensure that SCLS will receive accurate invoicing within sixty (60) days of the term commencement date.

- (e) Vendors shall describe their responsibilities, as well as SCLS' responsibilities, regarding the conversion of any existing telecommunications infrastructure, if applicable.

5.2.6 SERVICES AND COST PROPOSAL

5.2.6.1 SERVICES PROPOSAL – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFP.

1) SERVICE LEVELS PROVIDED

- (a) Provide standard installation time frames, responses to issues, escalation hierarchy and procedures and restoration time periods for all services proposed.

2) SERVICES

Provide responses to the following questions and requests for information:

- (a) Is the designated Vendor representative assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
- (b) Is 24-hour customer service included? If so, please provide methods of access and resolution.
- (c) What is your process for addressing service interruptions during and after normal business hours (8:00 am until 6:00 pm) and/or 24/7? Please provide detailed information.
- (d) Does your business have a local office in any of the SCLS office locations for provision of services?
- (e) Will the account team assigned to SCLS be located within a county where a SCLS office is located for the duration of the contract?
- (f) Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions?
 - Vendors must provide contact information for escalation of unresolved account issues.
 - Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
- (g) What type of managerial reports are offered (i.e., by number, location, service, etc.)? Can these managerial reports be customized?

- (h) All new service installations made during the term of the contract shall terminate, at no additional cost to SCLS, upon expiration or termination of the signed contract.
- (i) As part of the Proposal response, SCLS is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that SCLS can better determine the final installed number of services for fiscal year 2021-2022. SCLS will not be charged separately for this binding post inventory document.

3) NETWORK CAPABILITIES

Provide a brief overview of your network capabilities, especially regarding Quality of Service (QoS), reliability, redundancy, and fault tolerance.

5.2.6.2 COST PROPOSAL

Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services, if applicable.

- (a) The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.
- (b) All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.
- (c) Describe available billing assistance.
- (d) Contactor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by SCLS, Vendor will provide adjustment of charges within two billing cycles of notification.
- (e) Contractor must provide a policy regarding the issuing of credits.

5.2.7 REFERENCES

Include five (5) references for customers of similar scope and size in South Carolina. This reference list shall include the following information:

- Company / Organization Name
- Customer Contact – name, title and contact information
- Physical Address
- Date of work performed
- Brief description of work performed

5.2.8 EXCEPTIONS TO THE RFP

DISREGARD

5.2.9 REQUIRED ATTACHMENTS

- Appendix F. Statement of vendor's qualification
- Appendix G. References
- Appendix H. Certificate of Insurance Coverage
- Appendix I. Cost Proposal Form
- Appendix J. Amended Appendix J. Quotation Page/Bid Form – Pricing

6. EVALUATION AND SELECTION PROCEDURE

6.1 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to SCLS, considering price and technical factors set forth herein. SCLS' evaluation committee will make the final determination about acceptability of proposals.

6.2 EVALUATION PROCESS

- (a) The committee will evaluate each proposal including technical criteria using the evaluation criteria set forth below. As part of this evaluation, the committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference, virtual meeting(s) or may take the form of questions to be answered by the Vendors and conducted via e-mail at the discretion of SCLS.

During the evaluation process, the evaluation committee may request technical assistance from any source.

- (b) Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.
- (c) The Evaluation Committee may reject in whole or in part all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCLS.
- (d) Due to COVID-19 protocols, Vendors may be asked to make a virtual presentation to the Evaluation Committee. The purpose of the virtual presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The virtual presentation is a part of the technical evaluation. If it is determined to be in the best interest of SCLS, SCLS may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- (e) The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to SCLS considering both price and technical factors set forth in this RFP.

6.3 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the criteria below.

- (a) The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part all proposals and waive minor irregularities.
- (b) Total maximum score is 100 points. Award is to the highest scoring Vendor.
- (b) SCLS evaluates and weighs the follow criteria when evaluating Vendor's responses.

Evaluation Criteria	Weight
Cost effectiveness of service	40%
Vendor proposal meets minimum specifications	20%
Comprehensive implementation plan designed to minimize disruption of business activities and to ensure business continuity	15%
References, experience, and capabilities of Vendor	25%

APPENDIX A. SPECIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to RFP bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCLS shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCLS may find said Vendor in default.

1. REQUEST FOR PROPOSAL (RFP)

(a) DIRECTIONS: SCLS invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

(b) DEFINITIONS: For the purpose and clarity of this document only, "SCLS" will mean South Carolina Legal Services. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested Vendor, and/or contractor that responds to this RFP.

2. GENERAL REQUIREMENTS

(a) AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested or required equipment. At the discretion of SCLS, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

(b) TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various SCLS offices, whichever is specified, in quantities to be determined after the award.

(c) SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.

(d) AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of SCLS. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

(e) MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

(f) PRODUCT OFFERED BY THE VENDOR: The product/service offered by the Vendor shall be the latest version of the product/service. Should a product be discontinued and/or upgraded during the contract, the Vendor shall offer to SCLS a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.

(g) COMPLIANCE WITH SPECIFICATIONS: The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCLS, which would provide sufficient data to enable SCLS to judge the Vendor's compliance with the specifications.

(h) DEVIATIONS TO SPECIFICATIONS: Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to SCLS to the specification as written. Any deviation by the awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the services and/or equipment.

(i) SUBCONTRACTORS: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of SCLS.

The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of SCLS, assign any of the monies payable under the contract.

3. **PRICES**

(a) UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.

(b) UNITS OF MEASURE: Wherever SCLS indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of SCLS to determine whether the Vendor's price will be recalculated. SCLS will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.

(c) DELIVERY/INSTALLATION CHARGES: All prices shall include all delivery/installation charges.

(d) PRICE REDUCTIONS: SCLS reserves the right to accept price reductions from the Awarded Vendor during the term of the contract to occur no less than thirty (30) days from the approval of the contract.

(e) TAXES: Taxes shall be included in the bid, including taxes enacted before the proposal date but taking affect afterwards. Taxes enacted after the proposal date shall be paid by the Vendor and reimbursed by SCLS without any markup.

4. ITEM DELIVERY

(a) GENERAL DELIVERY REQUIREMENTS: All materials, supplies, and equipment for SCLS shall be delivered F.O.B. Destination. All deliveries of equipment that must be located inside the building [adhering to SCLS' COVID-19 protocols], must be delivered Monday through Friday except for holidays, to offices – between 8:30 a.m. and 4:00 p.m.

The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc. from the premises after delivery and set up of any equipment. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

5. GUARANTEE AND WARRANTIES

(a) GENERAL REQUIREMENTS: Payment shall be based upon acceptance of goods or services by SCLS. Vendor expressly warrants that: (1) the equipment to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, or representation; that this warranty shall survive acceptance and payment for the equipment; and that the Vendor will bear the cost of inspection of all equipment rejected; (2) the Vendor hereby provides a warranty of authorization as to all equipment and services.

(b) GUARANTEE PERIOD: The Vendor shall unconditionally guarantee all equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.

(c) EQUIPMENT: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of SCLS are due to faulty design, installation, workmanship, or materials, upon notification, the Vendor, at its expense, shall repair or replace said equipment to the complete satisfaction of SCLS. These repairs and/or replacement(s) shall be made at such times as will be designated by SCLS to avoid any interruption to business continuity and following SCLS' COVID-19 protocols.

(d) MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

6. PROPOSAL SUBMISSION

(a) KNOWLEDGE OF TERMS AND CONDITIONS: Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.

(b) SUBMISSION: Proposals must be submitted via email to patmuller@sclegal.org. Vendors must submit technical and cost proposals as specified in the **General Terms and Conditions**. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

(c) FORMAT: Signed proposals must be submitted via email to patmuller@sclegal.org. SCLS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.

(d) VENDOR ADDRESS: Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be emailed to the address shown on the proposal submission.

(e) CORPORATIONS: Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

(f) CERTIFICATES AND AFFIDAVITS: All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General

Terms and Conditions of this RFP. Such documents are required by local, state, or federal funding agencies of SCLS as part of the bidding process.

(g) PROPOSAL PREPARATION FEES: SCLS will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.

(h) PROPOSAL EVALUATION: Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP response issued, and the award shall be made in accordance with the General Terms and Conditions.

(i) RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made to SCLS in accordance with the General Terms and Conditions.

(j) RIGHT TO PROTEST: Any Vendor who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to SCLS. The protest shall be submitted in writing via email to patmuller@sclegal.org within five (5) business days after the basis for protest is known or should have been known.

(k) CONTRACT TERMS: The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

(l) COMMENCEMENT OF SERVICES: SCLS shall have no obligation to pay for services performed before the contract is signed or after it ends. SCLS shall have no obligation to pay for services more than the monetary amount of the award. SCLS shall have no obligation to pay for services before a purchase order/invoice is issued.

7. ADDENDA

(a) INQUIRIES: No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and Conditions, inquiries are to be sent via email to: patmuller@sclegal.org. The subject field of the email must include "INQUIRY" the RFP name and number.

(b) ISSUANCE: Any change to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligation(s) under this RFP as amended by all addenda. All addenda so issued shall become a part of the award.

8. ANNULMENTS AND RESERVATIONS

(a) RIGHT TO REJECT: SCLS reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCLS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCLS also reserves the right not to order any item(s) within the specification(s).

(b) WAIVER OF TECHNICAL DEFECTS: SCLS reserves the right to waive technical defects, if in its judgment the best interest of SCLS shall so require.

(c) CONTRACT RESERVATIONS: SCLS reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SCLS materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of SCLS to damages for the breach of any covenant of the contract by the Vendor(s).

Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or governmental restrictions, SCLS reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s).

Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental action, SCLS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

9. TERMINATION OF CONTRACT

(a) TERMINATION FOR NON-APPROPRIATION OF FUNDS: SCLS may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds or office closure(s) with written notice to the Vendor. SCLS shall pay for all the purchases, if any, incurred up to the date of the termination notice.

(b) TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed pursuant to the contract, payment shall be withheld at the discretion of SCLS. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

10. CONTRACT TERMS AND CONDITIONS

(a) SUBMISSION OF INVOICES: Vendor agrees to accept the line-item price on the purchase order/invoice as final payment. All invoices are to be submitted promptly showing Purchase Order/Invoice number and name and address of recipient and emailed to: deniseboyd@sclegal.org and mailed to: Denise Boyd, Controller |SCLS' Accounting Department |701 South Main Street | Greenville, SC 29601 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material/equipment to the appropriate location at the time of delivery.

(b) INCORRECT INVOICES: Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify SCLS' Purchase Order Number, line-item number and item description(s) or services shall be listed in the same order as on the Proposal and/or Purchase Order.

(c) PARTIAL PAYMENTS: Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.

(d) LATE SUBMISSION OF INVOICES: The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the

terms of the purchase order, after the services have been provided or the materials/equipment have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when materials/equipment were accepted by SCLS, then SCLS shall have no obligation to pay for the stale invoice(s).

(e) CONFIDENTIALITY: Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display, or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCLS.

(f) INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless SCLS and its employees from all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against SCLS and their respective appointed officials and employees, arising because of any direct or indirect, willful, or negligent act or omission of the consultant or its employees, agents, or volunteers.

(g) INSURANCE: Unless otherwise specified in the General Terms and Conditions, Vendor shall provide proof of commercial liability insurance and coverage amounts. Such insurance shall include contractual liability insurance. If applicable, Consultant shall, always, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a defined limit and provide proof of such insurance. In the event the service delivered pursuant to this RFP, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this RFP shall mean any services provided by a licensed professional.

(h) NON-ASSIGNABILITY: This contract shall not be assigned or services sub-contracted in whole or in part without the written consent of SCLS. Any attempt to do so without such consent shall be null and void of no effect.

(i) INDEPENDENT VENDOR: Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership, or joint venture between the parties hereto or any employer-employee relationship.

(j) GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by SCLS and made available by the Vendor to SCLS and/or its designated agent(s) at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulation(s).

(k) PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing building, equipment, and property at SCLS offices and all material furnished by SCLS ("Property"). If the Vendor's failure to use reasonable care causes damage to any SCLS property, Vendor must replace or repair the damage at no expense to SCLS as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

(l) PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Logo of SCLS in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law and/or regulations), without the prior written consent of SCLS, which consent will not be unreasonably withheld.

Purchase by SCLS of any service does not imply that SCLS has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant, or other person's use of the name or logo of SCLS in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or logo of SCLS is strictly prohibited.

APPENDIX B. SCLS' COMMUNICATIONS DIAGRAM

(Website Posting)

**APPENDIX C. SUMMARY OF SCLS TELECOMMUNICATION
DATA AND VOICE SERVICES
(Website Posting)**

APPENDIX D. LIST OF SCLS OFFICES RECEIVING DATA SERVICES (REVISED)

SCLS Office	Street Address	City/State/Zip	Data Services (MPLS FIBER Network)	Staffing
Charleston	2803 Carner Avenue	North Charleston, SC 29405	20MB /Managed Router /MPLS/VP RN	20
Columbia	2109 Bull Street (Law Office)	Columbia, SC 29201	20MB /Managed Router /MPLS/VP RN	21
Conway	1201 B Creel Street, Wing A-1	Conway, SC 29527	10MB /Managed Router /MPLS	10
Florence	320 South Coit Street	Florence, SC 29501	20MB /Managed Router /MPLS/VP RN	8
Greenville	701 South Main Street	Greenville, SC 29601	20MB /Managed Router /MPLS/VP RN	24
Greenwood	316 W. Cambridge Avenue	Greenwood, SC 29646	20MB /Managed Router /MPLS/VP RN	7
Intake Office	2109 Bull Street, 1 st Floor	Columbia, SC 29201	20MB /Managed Router /MPLS/VP RN	6
Orangeburg	126 Associate Parkway	Orangeburg, SC 29116	20MB /Managed Router /MPLS/VP RN	11
Rock Hill	214 Johnston Street	Rock Hill, SC 29730	10MB /Managed Router /MPLS	8
Spartanburg	148 E. Main Street	Spartanburg, SC 29306	20MB /Managed Router /MPLS/VP RN	12
Data Center	Greenville, SC	Greenville, SC	400 MB [200MB to Internet 200MB to Internal Network Cloud]/ DDoS	0

APPENDIX E. SCLS MPLS NETWORK DIAGRAM (2015)

(Website Posting)

APPENDIX F. STATEMENT OF VENDOR'S QUALIFICATION

1. Legal Business Name:

2. Business Office Address:

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

URL: _____

3. Business Effective Date: _____

4. Organized Business Status:

_____ Corporation

_____ Partnership

_____ Individual/Sole Proprietor

_____ Other

5. How many years have you been engaged in the business under your present name? _____

6. What other name(s) if any, has your business/company operated under and taxpayer ID number used:

7. Please list the names of your personnel authorized to sign legal and binding RFP Proposal Response Documents:

The above statements must be subscribed and sworn before a Notary Public.

Authorized Representative

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

Notary Public for South Carolina

My Commission Expires: _____

APPENDIX G. REFERENCES

1. CLIENT NAME: _____
ADDRESS: _____
SERVICES PROVIDED: _____
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

2. CLIENT NAME: _____
ADDRESS: _____
SERVICES PROVIDED: _____
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

3. CLIENT NAME: _____
ADDRESS: _____
SERVICES PROVIDED: _____
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

APPENDIX H. CERTIFICATE OF INSURANCE COVERAGE

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NUMBER: _____

The below signed hereby certifies that the following information is true and correct.

Type of Insurance	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide proof of insurance coverage as shown in the General Terms and Conditions of the RFP and Contract, prior to beginning any work.

This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSAL RESPONSE.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" **or**

Submit a Certificate of Insurance on a form provided by your Insurance Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.

(Authorized Agent's Signature)

(Date)

APPENDIX I. COST PROPOSAL FORM
(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

TO: SOUTH CAROLINA LEGAL SERVICES

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication voice and data communication services to South Carolina Legal Services in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

APPENDIX J. AMENDED QUOTATION PAGE/BID FORM – PRICING

Complete the following sections, answering all questions and filling the cost matrix with applicable rates. Include all applicable taxes and surcharges (if applicable).

Description	Option 1 (Monthly Recurring Cost) / QUANTITY	Option 2 (Monthly Recurring Cost) / PER	Option 3 (Monthly Recurring Cost) / Total	Installation Costs
Voice Channels				
Business Lines / Copper 1 FBs				
100 MB Fiber / Ethernet Circuits				
1000 MB Fiber / Ethernet Circuits				
Data Center Rackspace				
Data Center (Power)				
T-1 Circuits				
DIDs				
Long Distance (group)				
Managed MPLS Router				
Managed Voice				
Total Monthly Recurring Cost				
Total monthly cost * 12				
Estimated % for taxes & surcharges				
Early termination charges				

Printed Name: _____

Signature _____

Title: _____

Date: _____