REQUEST FOR PROPOSAL

TELECOMMUNICATIONS INFRASTRUCTURE UPGRADE

(DATA AND VOICE SERVICES)

RFP# 2024-07-15
NOTICE TO PROPOSERS

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Notice is hereby given that Request for Proposals (RFP) will be received at the South Carolina Legal Services (SCLS) Columbia location by 4:30 PM on Friday, August 9, 2024, Eastern Daylight Time (EDT). ABSOLUTELY NO EXCEPTIONS

The proposal shall be labeled "Telecommunication Infrastructure Upgrade (Data and Voice Services), RFP# 2024-07-15", electronically sent via email and physically delivered addressed to:

Attention: Pat Muller
Information Technology Manager
South Carolina Legal Services
2109 Bull Street
Columbia, SC 29201
Email: patmuller@sclegal.org

Three (3) hard copies of the proposal response must be submitted to the address above. Prospective respondents may request clarification of this RFP only by submitting a written request via email to the contact mentioned above. SCLS will only provide answers as a written addendum to this RFP. All questions must be received in writing by 2:00 ET on July 31, 2024. Any vendor who wishes their proposal to be considered is responsible for ensuring their response is received by the deadline.

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

1. INTRODUCTION

1.1 PURPOSE OF THE RFP

SCLS seeks to upgrade its current telecommunications infrastructure architecture for the Internet, data, and voice as the existing infrastructure and services do not meet SCLS’ business needs for standards, performance, efficiency, flexibility, stability, or redundancy, including SCLS’ Voice Over Internet Platform (VOIP) phone systems.

The challenges have led to network inefficiencies, degradation of client services due to network availability and lag times in routine task execution, sporadic loss of efficient business operations due to bandwidth, latent access to business applications, and hinders SCLS’ from operating an efficient, effective non-profit law firm in the representation of qualified applicants and maintaining collaborative partnerships.

Areas of Improvement:

a. **Performance Enhancement**: upgrade and increase the capacity of voice and data platforms, removing any bottlenecks while optimizing configuration(s).
b. **Cost Optimization**: cost savings without compromising the quality or reliability of SCLS’ telecommunication systems.
c. **Integration Opportunities**: voice and data services could be integrated into a unified telecommunication platform to improve efficiency and streamline communication workflows.
d. **Scalability and Flexibility**—ensure that SCLS’s telecommunications systems are scalable and flexible to accommodate future expansion and technological advancements.

Total cost of ownership and ease of remote management are vital considerations.

a. SCLS requires a solution capable of providing optimal coaxial cabling (asymmetrical) speeds ranging from 300 Mbps and up connections, high performance with exceptional uptime, and concurrent and redundant connections statewide for all offices; the architecture must provide load balancing, quality of Service, and performance optimization.

b. The proposed solutions must support VOIP systems and optimal coaxial cabling (asymmetrical) speeds ranging from 300 Mbps. The performance characteristics apply to latency, packet loss, and jitter.
Telecommunication Requirements

a. Growth Projections—recommendations based on an analysis of expected future telecommunication needs, such as increased employee growth, office expansion, or adoption of new communication technologies.

b. Emerging Technologies – recommendations on the latest trends and advanced telecommunication technologies that benefit SCLS now and in the future, i.e., cloud-based solutions or Internet of Things (IoT) integration.

c. Collaboration and Remote Work—Tools for collaboration and remote work capabilities, including conferencing via web-based applications, virtual meeting rooms, and mobile integration to support remote work.

d. Disaster Recovery and Business Continuity—In a telecommunication outage or emergency, redundancy options, backup systems, and failover mechanisms must be in place to ensure SCLS has a robust plan for disaster recovery and business continuity.

SCLS’ current telecommunications infrastructure is a Multiprotocol Label Switching platform (MPLS). (See Attachment 1: Segra MPLS diagram; Attachment 2: SCLS office locations.

1.2 EXECUTIVE SUMMARY - SOUTH CAROLINA LEGAL SERVICES

SCLS is a statewide law firm that provides free legal services in various civil (non-criminal) legal matters to eligible low-income residents of South Carolina. SCLS serves residents of all state areas with field offices throughout South Carolina. SCLS is a non-profit law firm funded by grants from the federally funded Legal Services Corporation, the South Carolina Bar Foundation, and other federal, state, and local funding. SCLS employs 125 people, with ten (10) offices, one being our statewide Intake Office.

1.3 PURPOSE OF A TELECOMMUNICATIONS UPGRADE:

a. Enhanced Performance and Efficiency
   • Upgrading telecommunications infrastructure ensures faster data transfer speeds, reduced latency, and improved overall performance.
   • Efficient communication channels lead to quicker task execution and streamline operations.

b. Meeting Business Needs and Standards
   • As technology evolves, SCLS must adapt to stay competitive and meet industry standards.
   • Telecommunication upgrades align with changing business requirements, ensuring SCLS remains effective in its mission.
c. **Flexibility and Scalability**
   - Modern telecommunications solutions allow for scalability. As SCLS grows, the infrastructure can expand seamlessly.
   - Flexibility enables adjustments based on organizational needs, such as adding new offices or users.

d. **Stability and Redundancy**
   - Upgrades enhance network stability, minimizing downtime and disruptions.
   - Redundant connections ensure continuity even if one link fails.

e. **Security and Compliance**
   - Newer systems offer better security features, protecting sensitive client data, business processes, and legal information.
   - Compliance with legal and regulatory requirements is more straightforward with an up-to-date infrastructure.

f. **Supporting VoIP Systems**
   - VoIP (Voice over Internet Protocol) relies on robust telecommunications infrastructure.
   - Clear voice communication is crucial for legal services, client consultations, internal operations, and collaboration.
   - Enhanced Call Quality, providing superior call quality with HD voice technology, ensuring clear and reliable communication.
   - Cost efficiency, scalability, portability, and system integration.

g. **Total Code of Ownership (TCO)**
   - While upgrades involve costs, the long-term benefits outweigh initial expenses.
   - TCO analysis considers maintenance, support, and operational savings.

h. **Ease of Remote Management**
   - Modern systems allow centralized management, reducing administrative overhead.
   - Remote monitoring and troubleshooting enhance efficiency.

### 1.4 SCLS’ EXISTING PHONE AND NETWORK INFRASTRUCTURE

#### 1.4.1 PHONE INFRASTRUCTURE
SCLS uses a premised-based VoIP phone system, Asterisk PBX, built on the Linux platform. The system is used in all offices, including the Statewide Intake Office. Each office has an on-premises voice mail server managed and supported by the current vendor.

- The statewide intake office also uses a secure web-based call management system with secured access for agents.
- There are approximately 153 desktop VoIP phones throughout the offices statewide and 16 lines for fax and alarm SYSTEM purposes.

*Appendix C lists all SCLS sites and phone, fax, and alarm line information distribution.

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

1.4.2 NETWORK INFRASTRUCTURE

WIDE AREA NETWORK & INTERNET ACCESS

SCLS’ network is a wide-area network (WAN) and local-area network (LAN) infrastructure on the MPLS platform, with each office using at least one T1 line. Eight offices’ data connections use 20 Mbps fiber optic (including the Intake Office) connected to the network, supporting approximately 144 individual connections.

Offices in Rock Hill and Conway, South Carolina, use 10Mbps fiber optic for data connections from SEGRA COMMUNICATIONS, supporting approximately 26 individual connections.

- VOICE SERVICES FOR THE ROCK HILL OFFICE ARE PROVIDED BY LOCAL VENDOR COMPORIUM TELEPHONE SERVICE COMPANY.

SCLS’ MPLS network’s connection to the Internet is provided by SEGRA COMMUNICATIONS on a 200MB AT&T circuit (See Attachment 1 “SCLS MPLS Wide Area Network Diagram”).

Data: All SCLS offices are directly connected to the data network, with bandwidth varying from 10 MPLS to 20Mbps. SCLS’s data network includes 200MB MPLS and 200MB bandwidth in a data center located in Greenville, South Carolina.

Voice: Nine (9) of SCLS’ offices are connected to voice services supplied by SEGRA COMMUNICATIONS. The Rock Hill office is off the network for voice services (Comporium Telephone Service Company).
See Appendix C for a listing of SCLS sites with T1 and fiber optic data circuits.

a. Internet security is managed by a network Security Operations Center (SOC) with a Sophos firewall device in a data center in Greenville, South Carolina.
b. Each office has a Cisco router with a central firewall.
c. All internet traffic and corresponding security are routed through SCLS’ data center facility. The SCLS IT roadmap includes relocating the parent domain and firewall from the data center to an SCLS office location.
d. SCLS has ported most business applications to cloud-hosted platforms and file storage to Microsoft 365, increasing internet traffic and system overload.
2. SCOPE OF WORK

2.1 OVERVIEW

SCLS seeks proposals for our voice and data services' most cost-effective and efficient telecommunication infrastructure upgrades.

a. The objective is to enhance SCLS’ overall operational efficiency, productivity, employee and client satisfaction, and operational cost reduction.

b. The quantities described in this RFP are estimates only. SCLS will not be obligated to purchase any of the services detailed herein.

2.2 VOICE SERVICES REQUESTED

Appendix C lists SCLS offices in need of local and long-distance voice services and contains information regarding the current voice communications services that each office location receives. Refer to Section 1.4.1 for information regarding existing VoIP phones.

c. The specific long-distance services are requested by category:

**Local Toll:** the ability to make and receive telephone calls in your 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) effectively and efficiently with specified countries outside of the United States (Mexico and Puerto Rico).

2.3 DATA COMMUNICATION SERVICES REQUESTED

a. Coaxial cabling (asymmetrical) speeds range from 300 Mbps and up for service areas, with a provider that has been proven reliable and reputable and has access to SCLS’ service areas. *(Attachment 2)*

b. Minimum speed (upload/download) starting at 300 Mbps.

c. Customizable/adaptable bandwidth is purchased as needed.

d. Scalability – flexibility in billing, i.e., tailored solutions to meet business needs.

e. Service Level Agreement (SLA): ensuring SCLS receives the highest service and speeds agreed upon according to the contract.
f. Technical Support 24/7.

Attachment 2 lists SCLS offices in need of data/voice communication services.

2.4 CURRENT SERVICES PROVIDERS
A. Telecommunications Services: SEGRA Communications and Comporium Telephone Service Company.
B. Local - SEGRA Communications and Comporium Telephone Service Company.
C. Long Distance - SEGRA Communications, Level One Communications

2.5 BILLING

Billing shall be provided on a Summary Bill with detailed line, circuit, or calling information available. All billing/invoicing shall be done using the rates quoted herein. SCLS shall not be subject to charges not detailed or mentioned herein. Billing documents should be available on paper and in electronic format. Please identify any extra charges for billing media options.
3. GENERAL TERMS AND CONDITIONS

d. This RFP does not constitute a contract offer.
   • Receipt of a proposal does not obligate SCLS to award a contract to any Vendor.
   • SCLS retains the right to negotiate in our best interest.
b. Disqualification Risk
   • Failure to answer any questions in this RFP may lead to proposal disqualification.
   • Vendors must provide complete and accurate responses.
c. Additional Information Requests
   • SCLS reserves the right to request additional information relevant to the project.
   • This ensures the vendor’s competence aligns with bid specifications.
d. Inclusion of Necessary Products and Services
   • Vendors should include products and services necessary to fulfill proposed functional capabilities.
   • Even if not explicitly requested, the proposal must cover essential components.

3.1 COST OF PROPOSALS
Expenses incurred in preparing proposals in response to this RFP are the Vendor's sole responsibility.

3.2 RIGHT OF REJECTION
SCLS exercises its right to ensure the best outcome for the law firm while maintaining fairness and transparency.
   a. **Compliance Review**: SCLS will meticulously review all proposals to ensure they meet the procedural requirements outlined in the RFP.
   b. **Deviation and Substantial Compliance**: While strict compliance is expected, SCLS may consider deviations if they substantially align with the RFP’s intent. Informalities or defects that do not significantly affect the proposal’s substance may be accepted at SCLS’s discretion.
   c. **Right to Accept or Reject**: SCLS reserves the right to accept or reject all proposals, wholly or partially. The decision to award a contract may consider factors beyond price alone.
   d. **Project Funding Flexibility**: SCLS may choose to fund the entire project, partially fund it, or decide not to fund it. This allows SCLS to align with its strategic priorities and available resources.
   e. **Vendor Oversight and Discretion**: Any oversight, omission, error, or mistake by the vendor after proposal submission will be evaluated at SCLS’s sole discretion. SCLS may consider allowances based on the specific circumstances.
3.3 INSURANCE REQUIREMENTS

a. **Insurance Purchase and Maintenance:** Vendors proposing installation services must purchase and maintain insurance.

b. **Coverage Scope:** Insurance should cover any incidents arising from the vendor’s operations under the contract. This includes operations performed by the vendor, subcontractors, or anyone directly employed by the vendor.

c. **Certificate of Insurance:** All vendors must complete and sign the attached Certificate. This requirement ensures compliance with the specified insurance coverage.

3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

**Certification Purpose:** by signing and submitting this proposal, the vendor certifies that neither they nor their principals are currently:

- Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded.
- This certification applies to transactions involving the use of federal funds.

**Explanation Attachments:** if the vendor cannot fully certify any of the statements in this certification, they must attach an explanation to their proposal. Transparency and accuracy are essential to maintain compliance.

3.5 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain confidential and proprietary trade secrets. Proposal submissions are subject to the South Carolina Public Information Act, which requires certain information to be disclosed publicly.

Be advised that should the Vendor deem any portion of their proposal confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and by the Act, you are notified that every portion may still be subject to disclosure under the Act.

3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)

SCLS will inform the successful vendor(s) of the selection by issuing an email notification with the award letter. Any notification of the successful Vendor(s) selection shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.

3.7 PROPOSED TERMS OF CONTRACT

SCLS requests that the chosen Vendor enter a three (3) year contract with the option to extend the contract annually if determined to be in the best interest of SCLS. The contract will commence on a mutually agreed-upon date between SCLS and the chosen Vendor. This date will follow the
approval of the application by SCLS’ board of directors and the Legal Services Corporation. The contract can be extended for a maximum of two (2) years, subject to the sole discretion of SCLS.

3.8 SECURITY AND CLEARANCES
All personnel (Vendors and subcontractors) working on this project at SCLS sites must observe all office security and safety procedures and 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.
- The requirements in this RFP may be modified or added to at any time after its issuance 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 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 costs incurred. Payment shall be made using line-item pricing on the Purchase Order within thirty (30) days after the invoice date.

SCLS reserves the right to reduce or withhold contract payment if the 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, the addenda will be posted on [http://www.sclegal.org/technology-services/Vendor](http://www.sclegal.org/technology-services/Vendor). All addenda, amendments, or changes issued shall be deemed received by the Vendor provided they are posted to SCLS’ website.

Failure of any Vendor to accept 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
Proposals must be received at SCLS by 4:30 PM on August 9, 2024, to be eligible for consideration. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt before the deadline. Any proposal received by SCLS after the submission deadline, no matter the reason, will be returned unopened.

3.15 DURATION OFFER
A proposal submitted in response to this solicitation is binding upon the Vendor. It 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 into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein. The Vendor shall ensure compliance 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 the vendor in default.
## 4. CALENDAR OF EVENTS

The following table summarizes the calendar of events for this RFP.

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5. PROPOSAL FORMAT

5.1 GENERAL
The proposal shall determine the vendor’s capability to render the services to be provided. Failure to fully comply with the instructions in this RFP may prevent the vendor’s proposal from further evaluation as determined at the sole discretion of SCLS.

a. SCLS reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful vendor or none.
b. 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.
c. The proposal is to include contact information, including principal contacts and officers, central and local business addresses, tax identification numbers, voice and fax phone numbers, and email addresses.
d. Vendors must sign proposals. An unsigned proposal may be rejected.

5.2 PROPOSAL FORMAT
All proposals should be typewritten and have consecutively numbered pages, including exhibits, charts, or other attachments. Proposals shall be organized into the following major sections:

5.2.1 COVER LETTER
The letter shall identify the core team, provide the contact person’s name, phone number, and fax number, and summarize the Vendor’s history and other completed projects most relevant to the 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 the company’s background and experience. The narrative should demonstrate the vendor’s ability to provide the products and services required for this RFP.

5.2.3 COMPANY BACKGROUND AND HISTORY

a. Describe the company's general experience in providing consulting/professional services.
b. Describe relevant services in the last five (5) years, illustrating the company’s experience with this RFP.
5.2.4 EVIDENCE OF RESPONSIBILITY

Vendors shall submit, with their Bids, all necessary evidence showing their financial resources, experience in the type of work required by SCLS, business available for the performance of the job, and any other required evidence of qualifications to perform. SCLS shall consider such evidence before making its award decision. Failure to submit adequate proof of the Contractor’s responsibility to perform may result in rejection of the Bid.

5.2.5 PROJECT APPROACH / MANAGEMENT

Include the following information in the 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. Since SCLS’ current contract has expired, SCLS needs 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, and its 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 and SCLS’s regarding converting any existing telecommunications infrastructure.

5.2.6 SERVICES AND COST PROPOSAL

5.2.6.1 SERVICES PROPOSAL—Define the scope of work and specific services offered in the proposal, including the requirements in the RFP.

1) SERVICE LEVELS PROVIDED - Provide standard installation time frames, responses to issues, escalation procedures, and restoration periods for all services proposed.

2) SERVICES - Respond 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.
   c. Do you have a local office for service? Will SCLS’ account team be located within the county for the contract?
   d. Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information to
escalate unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

e. What managerial reports are offered (i.e., by number, location, service, etc.)? Can these managerial reports be customized?

- Upon expiration or termination of this contract, all new service installations made during the contract's term shall terminate at no additional cost to SCLS.
- As part of the Proposal response, SCLS requires 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 the fiscal year 2024-2026.
- 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

a. 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, and professional services, if applicable.

b. 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 expenses will be allowed to perform the Vendor’s proposed solution. A proposal for the purchase price should be submitted with a purchase contract if required.

c. All pricing offered includes cutover charges, installation (if applicable), and account set-up charges.

d. Describe available billing assistance.

e. The contractor shall describe a 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, the vendor will adjust charges within two billing cycles of notification.
f. The contractor must provide a policy regarding the issuing of credits.

5.2.7 REFERENCES

Include three (3) references for customers of similar scope and size in South Carolina. This reference list shall include the following information:

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

6. EVALUATION AND SELECTION PROCEDURE

6.1 EVALUATION COMMITTEE

A committee established for that purpose will evaluate the proposals 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 the price and technical factors set forth herein. SCLS’ evaluation committee will make the final determination about the acceptability of proposals.

6.2 EVALUATION PROCESS

a. The committee will evaluate each technical proposal using the evaluation criteria below. As part of this evaluation, the Committee may discuss this with all qualified vendors.

b. Discussions may be conducted via virtual meeting or email as questions to be answered by the vendors, at the discretion of SCLS. The evaluation committee may request technical assistance from any source during the evaluation process.

c. Following the completion of the evaluation of all Vendors’ proposals, including any discussions, the committee will rank each qualified Vendor’s proposal.

d. 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.

e. Vendors may be asked to make an oral or virtual presentation to the Evaluation Committee. The purpose of the oral or virtual presentation is to provide the vendor with an opportunity to clarify the submission of the proposal and substantiate its representation. The oral or virtual presentation is 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 financial proposals by submitting a Best and Final Offer.
f. The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to SCLS, considering both price and technical factors outlined in this RFP.

6.3 EVALUATION CRITERIA
The Evaluation committee will evaluate the technical proposals using the criteria below. The committee shall determine which proposals meet the basic requirements of the RFP and decide whether any deviation from the RFP's requirements is substantial. The committee may reject all proposals in whole or in part and waive minor irregularities.

a. The total maximum score is 100 points. The award will be offered to the highest-scoring Vendor.
b. SCLS evaluates and weighs the following criteria when assessing the Vendor’s responses.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Technical Capabilities <em>(technical expertise, infrastructure, and ability to deliver reliable services)</em></td>
<td>15%</td>
</tr>
<tr>
<td>Vendor Experience <em>(vendor’s track record in the telecommunications industry, i.e., successful projects, customer feedback, and years of operation)</em></td>
<td>15%</td>
</tr>
<tr>
<td>Local vs. Global Presence <em>(vendor operates locally or globally)</em></td>
<td>5%</td>
</tr>
<tr>
<td>RFP Submission</td>
<td>15%</td>
</tr>
<tr>
<td>Project Approach</td>
<td>15%</td>
</tr>
<tr>
<td>Implementation Plan <em>(minimize disruption of business activities and to ensure business continuity)</em></td>
<td>10%</td>
</tr>
<tr>
<td>Total Price</td>
<td>20%</td>
</tr>
<tr>
<td>References, experience, and capabilities of the Vendor</td>
<td>5%</td>
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</tbody>
</table>
APPENDIX A. SPECIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply unless otherwise noted in the General Terms and Conditions attached to individual bid requests. The Vendor shall ensure compliance 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 the Vendor in default.

1. REQUEST FOR PROPOSALS (RFP)

   a. DIRECTIONS: SCLS invites all interested and qualified vendors to submit proposals to this RFP using the 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” means any reliable and interested vendor and contractor that responds to this RFP.

2. GENERAL REQUIREMENTS

   a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal for the requested equipment and services. 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 each SCLS office, 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 be allowed to offer up to one price on each item. Vendors 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 any article, material, or workmanship is mentioned as being by-laws, ordinances, building codes, underwriter’s code, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of these specifications.

f. PRODUCT OFFERED BY THE VENDOR: The vendor’s product shall be the latest version. Should a product be discontinued and upgraded during the contract, the Vendor shall offer SCLS a new alternate product that meets and exceeds the established specifications under the same terms, conditions, and prices as the originally offered item.

g. COMPLIANCE WITH SPECIFICATIONS: The Vendor shall comply with the specifications' true intent 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.

h. Where the requirements of the specifications call for a higher grade and do not conflict with the laws, ordinances, etc., the specifications shall govern. Where the provisions of the rules, ordinances, etc., are mandatory, they shall govern. After award and before manufacture and shipment, the successful Vendor may be required to submit working drawings or detailed descriptive data identified as acceptable to SCLS. This would provide sufficient data to enable SCLS to judge the Vendor’s compliance with the specifications.

h. DEVIATIONS TO SPECIFICATIONS: The vendor must note any deviation from the specifications in detail 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 for 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 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 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 to employ, the portion of the materials/labor to be furnished, their place of business, and other information as requested by the specifications. The data may be used to consider 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 item unit prices shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid on. In case of an error in the extension of prices in the proposal response, the unit price shall govern.

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

c) DELIVERY CHARGES: All prices shall include all delivery charges.

d) PRICE REDUCTIONS: SCLS reserves the right to accept price reductions from the Awarded Vendor during the term of this contract, which must 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 bid date but taking effect after bidding. Taxes enacted after the bid date shall be paid by the Vendor and reimbursed by SCLS without any markup. Federal excise taxes are generally not applicable.

4. ITEM DELIVERY

a) GENERAL DELIVERY REQUIREMENTS: All materials, supplies, and equipment for SCLS shall be delivered to F.O.B. Destination. All equipment that must be located inside the building 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 cleaning up and removing all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and setting up any equipment. The Awarded Vendor shall be liable for the total replacement value of any delivery item lost or damaged.

5. GUARANTEE AND WARRANTIES
a) GENERAL REQUIREMENTS: Payment shall be based upon SCLS' acceptance of goods or services. Vendor expressly warrants that: (a) 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; (b) 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 one year from the date of acceptance, i.e., delivery and installation, unless a more extended warranty period 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 replacement(s) shall be made at times designated by SCLS to avoid any interruption to business continuity.

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

e) all warranty claims.

6. PROPOSAL SUBMISSION

a) KNOWLEDGE OF TERMS AND CONDITIONS: Vendors or their authorized representatives must fully inform themselves of the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the vendor’s risk, and the vendor cannot secure relief from the plea of error. Neither law nor regulations allow errors of omission or commission on the part of Vendors.

b) SUBMISSION: Proposals must be delivered to SCLS. 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 explain 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 delivered in sealed, opaque envelopes marked on the outside with the vendor’s name, Due Date, RFP Number, and Title. SCLS shall not accept facsimile transmission to agents, representatives, or employees meeting the
proposal's requirements. A facsimile document shall not be considered a valid response to the RFP.

d) VENDOR ADDRESS: Each proposal must show the Vendor's full business address, telephone number, and fax number and be signed by the person or persons legally authorized to sign contracts. Written instructions from the vendor to the contrary are necessary for all correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, to be mailed or delivered to the address shown on the proposal.

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

f) CERTIFICATES AND AFFIDAVITS: All Vendors must complete the certificates and/or affidavits incorporated into the General Terms and Conditions of this RFP. SCLS funding agencies require such documents 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 vary with each RFP issued, and the award will be made according to the General Terms and Conditions.

i) RECOMMENDATION OF AWARD: A recommendation for awarding a contract will be made to SCLS by 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 to SCLS within five (5) business days after the basis for the protest is known or should have been known, whichever is earlier, by the provisions of SCLS Administrative Regulations.

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.
I) COMMENCEMENT OF SERVICES: SCLS is not obligated to pay for services performed before the contract is signed or after it ends for services more than the monetary amount of the award or 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 will be sent in writing to Pat Muller, Information Technology Manager, South Carolina Legal Services, 2109 Bull Street, Columbia, SC 29201. “INQUIRY” and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be emailed to patmuller@sclegal.org. The email's subject field must include “INQUIRY” and the Bid 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 other proposals. SCLS reserves the right to order the equipment, materials, supplies, or services described in the specifications. 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 interest of SCLS requires it.

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 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).

d) 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 necessary work at the expense of the Vendor(s).

e) Should the Vendor be prevented from furnishing any item or items or from completing the required work included in the contract because of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or 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 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 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 cause for contract termination, and the Vendor is not entitled to any costs incurred up to the termination date. In the event of a vendor default, this Contract may be terminated.

10. CONTRACT TERMS AND CONDITIONS

a) SUBMISSION OF INVOICES: The vendor agrees to accept the line-item price on the purchase order/invoice as a final payment. All invoices must be submitted promptly, showing the purchase order/invoice number, recipient name, and address, and mailed to 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 delivery time.

b) INCORRECT INVOICES: Incorrect invoices will be returned for correction or paid by the purchase order. Each invoice shall identify the SCLS Purchase Order Number, line-item number, and item description(s) or services listed in the same order as on the Proposal and 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 promptly, per the purchase order terms, after the services or materials/equipment have been provided. Suppose invoices are submitted one calendar year after the vendor’s services have been rendered or the last date when SCLS has accepted materials/equipment. 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: The 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 in addition to that, 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 specified in the General Terms and Conditions, the Vendor shall provide proof of commercial liability insurance and coverage amounts. Such insurance shall include contractual liability insurance. If applicable, the Consultant shall continuously maintain and keep Professional Liability, Errors, and Omissions Insurance in force at a defined limit and provide proof of such insurance if the service delivered under this RFP, directly or indirectly, involves or requires professional services. “Professional Services” for this RFP shall mean any services a licensed professional provides.

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

i) INDEPENDENT VENDOR: Vendor is furnishing its goods and 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: The vendor’s contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and audit by SCLS and made available by the Vendor to SCLS and 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 more extended period as required by law or rule or regulation(s).

k) PROTECTION OF PROPERTY: The vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at SCLS offices and all material furnished by SCLS (“Property”). Suppose the Vendor’s failure to use reasonable care causes damage to any property. In that case, the 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 the 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 concerning this Contract (unless applicable law and regulations require such press release or statement), 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 or service and its use by any manufacturer. A vendor, merchant, or other person of the name or logo of SCLS in any advertisement for which they furnish products or services is not authorized.