

	<p>Rock Hill Schools</p> <p>Best Value Bid (BVB)</p>	<p>Solicitation Number</p> <p>Date Issued</p> <p>Procurement Officer</p> <p>Phone</p> <p>E-Mail Address</p>	<p>19-2001</p> <p>July 3, 2019</p> <p>LaWana Robinson-Lee</p> <p>803-981-1154</p> <p>LRobinsonLee@rhmail.org</p>
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School Security Officer Services

DUE DATE (Opening Date/Time): July 31, 2019 at 3:00 p.m.

LAST DAY FOR QUESTIONS: July 18, 2019 at 12:00 p.m.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

<p>PHYSICAL MAILING ADDRESS:</p> <p>Rock Hill Schools Purchasing Department 2171 West Main Street Rock Hill, SC 29732</p> <p>Solicitation Number and Opening Date must appear on the envelope.</p>

<p>CONFERENCE TYPE: Mandatory Pre-Bid Meeting on July 16, 2019 at 3:00PM</p>		<p>LOCATION: Flexible Learning- Adult Education 1234 Flint Street Ext., Rock Hill, SC 29732</p>	
<p>ADDENDUM(S)</p>	<p>Any addendum(s) will be posted at the following web address: http://www.rock-hill.k12.sc.us</p>		
<p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</p> <ul style="list-style-type: none"> • Bound by the requirements, terms, stipulations, and terms of the solicitation. • Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices. • Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted. 			
<p>NAME OF OFFEROR (Full legal name of business submitting the offer)</p>		<p>OFFEROR'S TYPE OF ENTITY: (Choose one)</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt)</p> <p><input type="checkbox"/> Tax exempt corporate entity</p> <p><input type="checkbox"/> Government entity (federal, state, or local)</p> <p><input type="checkbox"/> Other _____</p>	
<p>AUTHORIZED SIGNATURE</p> <p>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</p>		<p>(See "Signing your Offer" provision)</p>	
<p>TITLE</p> <p>(Business title of person signing above)</p>			

PRINTED NAME (Printed name of person signing above)	DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.)		

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Ext.	Facsimile
	E-mail Address			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)		<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)		

ACKNOWLEDGMENT OF ADDENDUM(S)

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date						

<p>Minority Participation:</p> <p>Are you a SC Certified Minority Vendor - Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, SC Certification # _____</p> <p>Are you a Non SC Certified Minority Vendor - Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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I. GENERAL BID INSTRUCTIONS AND CONDITIONS (Where Applicable)

- A. Bids shall be publicly opened at **3:00 PM** on **July 31, 2019**. Bid openings shall be conducted in the Purchasing Department which is located at 2171 West Main Street, Rock Hill, SC 29732. Sealed bids shall include The requested information must be uploaded to **Vendor Registry** <http://vrapp.vendorregistry.com/RockHillSchools> or enclosed in an envelope (if mailing), and the “solicitation name and number” shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Purchasing Director, Rock Hill School District Three, 2171 West Main Street, Rock Hill, SC 29732. Hand carried bids shall be delivered to the same address.
 - B. Bids shall be submitted NO LATER THAN 3:00 PM in the place and manner as described in paragraph 1A above. Bids received after 3:00 PM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened.
 - C. The District shall not accept responsibility for unidentified bids.
 - D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
 - E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
 - F. The District shall not accept oral, emailed, or FAXED bids.
 - G. The Term “Offer” Means Your “Bid” or “Proposal” or “Quotation”
The Term “Offeror” Means “Vendor” or “Contractor” or “Bidder”
1. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
 2. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
 3. **BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.
 4. **ACKNOWLEDGEMENT OF ADDENDUM(S):**
 - A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.

B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

5. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

6. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**

A. All communication concerning this IFB must be in writing to the Purchasing Director. Email is the preferred method of communication.

B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.

C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Purchasing Director. Violation of this provision may result in rejection of the vendor's response.

D. It is the vendor's responsibility to check Vendor Registry for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

7. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

8. **STATEMENT OF COMPLIANCE AND ASSURANCE:**

A. Bidders, to be eligible for consideration, shall be required to certify in writing that the firm or agency represented complies with all applicable Federal and State laws and regulations.

B. Statement of Assurances and Compliance is provided to vendors in Section D.

9. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

10. **SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

11. **FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.

- 12. ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- 13. BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.
- 14. TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.
- Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
- Termination for Cause.** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.
- 15. EXAMINATION OF RECORDS:**
- A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- B. The Contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the sub-contractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
- 16. COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.
- 17. SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

19. RIGHT TO PROTEST (Section 4210): Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

20. PROPRIETARY INFORMATION: Contractors shall visibly mark as “**CONFIDENTIAL**” each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

21. AWARDING POLICY: The District reserves the right to select and award on an individual item basis, lot (group) basis **or** an “all or none” basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Purchasing shall award proposals in accordance with the District’s Procurement Code.

22. STATEMENT OF COMPLIANCE AND ASSURANCES: By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

23. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

24. SAMPLES: Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted.

The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.

25. "OR APPROVED EQUAL" CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

26. PATENTS: The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.

27. INSTALLATION: Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

28. GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

29. SERVICE DATA MANUALS: The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

30. PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business concern
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Labor Costs separate from material costs
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
- All invoices shall be submitted via email to APINVOICES@rhmail.org with the Company name and purchase order# referenced in the subject line

31. TIME OF COMPLETION: Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.

32. DEFAULT: In the event the successful Contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting Contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting Contractor shall be considered unless assessed charge has been satisfied.

33. DRUG-FREE WORKPLACE: This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The Contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

34. POSTING OF AWARD: Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.

35. NON-APPROPRIATIONS: Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

- 36. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.
- 37. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the Contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the Contractor and the carriers.
- 38. UNIT PRICES:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.
- 39. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 40. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- 41. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or sub-contractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- 42. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof

that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, sub-contractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

43. INSURANCE REQUIREMENTS: Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its sub-contractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful Contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$100,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$1,000,000	General Aggregate (per project)
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

44. WORKMANSHIP: All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

45. LIABILITY- The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The Contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The Contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, Contractor remains liable for performance of all items of this contract.

Laws

The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

46. SAFETY, DAMAGE OR THEFT:

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

47. SECURITY: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the Contractor's personnel. Except as described under the Scope of Work and related paragraphs below, guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

48. UNAUTHORIZED PERSONNEL: Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or Contractor).

49. Use of tobacco products, alcohol, and profanity are prohibited on school property.

50. This solicitation document and any addendum(s) will constitute the contract when awarded.

51. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS: By submission of this bid, the bidder as the prime contractor does hereby agree:

- A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
- B. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

I. GLOSSARY OF TERMS

Assignment: Legal transfer of a claim, right, interest or property.

Administrative Control and Coordination: Authority over the assigned position to organize, control or coordinate duties with those of other positions within the school campus to accomplish the mission of the school or district. Administrative control and coordination may include daily assignment of tasks, designation of objectives, and direction as necessary to accomplish the mission of the site or to preserve occupant safety.

Best Value Bid: A procurement that considers factors other than price, such as quality, past performance, experience. Price is evaluated at sixty (60) percent.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

District: means Rock Hill School District

Late Bid/Proposal/Qualification: A bid, proposal, qualification, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Late bids/proposals/qualifications are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

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

Offeror: means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror.

Procurement Official: means the person, or his successor, identified as such on the Cover Page.

Public Opening: Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

Respondent: A person or entity who submits a response to a Request for Qualifications (RFQ), Expression of Interest (EOI), Request for Information (RFI), Qualifications Based Selection (QBS), or other solicitation types, methods, or processes where price is not a factor in the evaluation process for award determination.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A Contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A Contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP/RFQ and all of its requirements, including all form and substance.

Solicitation: An invitation for bids, a request for proposals or qualifications, telephone calls or any document used to obtain bids, proposals, or qualifications for the purpose of entering into a contract.

Scope of Work/Services: A scope of work/services is developed at the beginning of the procurement cycle and is a written description of the entity's needs and desired outcomes for the procurement and becomes the basis for any resulting solicitation. The scope of work/services helps to ensure that the product or service meets the stated outcome and establishes the parameters of the resulting contract.

II. INTRODUCTION

This solicitation is a Best Value Bid (BVB). Bids will be received by Rock Hill Schools for the above titled project. Responses can be submitted to Vendor Registry and hard copies received no later than 3:00 p.m., local time, July 31, 2019. Submittals shall be sent to *Rock Hill Schools, Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732* Attn: BVB 19-2001 School Security Officer Services, Rock Hill Schools will conduct a formal selection process to determine the best qualified respondent that meets the District’s needs. A selection committee will review the responses, evaluate, and score. The determination of the successful respondent will be based on a variety of criteria including, but not limited to, qualifications, experience, and past performance, and cost of the respondent.

Rock Hill Schools is an equal opportunity employer and encourages Local Business and Small, Women-Owned and Minority Business Enterprise (SWMBE) in accordance with Division of Small and Minority Business Contracting and Certification (SMBCC) and/ or similar state or federal certification programs participation to the extent legally feasible.

III. PURPOSE:

Rock Hill School District, hereafter referred to as “District”, intends to award a contract for the purposes of furnishing uniformed and armed School Security Officers, hereinafter referred to as “Contractor” at various locations.

This contract shall be for one year, beginning in August 2019. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. The option to renew shall require the mutual agreement of both parties at least sixty (60) days prior to expiration. The total term of this contract shall not exceed beyond August 31, 2024. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

IV. SCOPE OF WORK

The locations for the service include, but shall not be limited to:

Belleview Elementary School 501 Belleview Road Rock Hill, SC 29730	Mount Holly Elementary School 1800 Porter Road Rock Hill, SC 29730
Central Child Development 414 East Black Street Rock Hill, SC 29730	Northside Elementary School 840 N. Annafrel Street Rock Hill, SC 29730
Ebenezer Avenue Elementary 242 Ebenezer Avenue Rock Hill, SC 29730	Oakdale Elementary School 1128 Oakdale Road Rock Hill, SC 29730
Ebinport Elementary School 2142 India Hook Road	Old Pointe Elementary School 380 Old Pointe School Road

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Rock Hill, SC 29732	Rock Hill, SC 29732
Finley Road Elementary School 1089 Finley Road Rock Hill, SC 29730	Richmond Drive Elementary School 1162 Richmond Drive Rock Hill, SC 29732
Independence Elementary School 132 W. Springdale Road Rock Hill, SC 29730	Sunset Park Elementary School 1036 Ogden Road Rock Hill, SC 29730
India Hook Elementary School 2068 Yukon Drive Rock Hill, SC 29732	The Children’s School 929 Sylvia Circle Rock Hill, SC 29730
Lesslie Elementary School 250 Neely Store Road Rock Hill, SC 29730	York Road Elementary 2254 West Main Street Rock Hill, SC 29732
Mount Gallant Elementary School 4664 Mount Gallant Road Rock Hill, SC 29732	

It will be the Contractor’s responsibility to train SSO’s according to District’s requirements and expectations. It is understood that the SSO’s will be employees of the Contractor and the Contractor will act in the capacity of an independent Contractor. The Contractor shall be responsible for all insurances, wages, and taxes of its employees under this contract.

The Contractor shall supply seventeen (17) SSO’s, with option for up to four (4) additional SSO’s, under this contract. The District requires supervision of the SSOs. The Contractor must provide the SSO Supervisor with a vehicle to be utilized under this contract. SSO’s will work 190 days annually (regular school term) from 7:00 a.m. until 3:30 p.m. each school day and will only be paid for hours worked. See current school year calendar in Exhibit A. There will be a thirty (30) minute lunch. The lunch time shall be agreed upon by the school Principal and SSO.

Each SSO shall be directly supervised by the Contractor, with designated supervision as described in this scope of work. Each SSO shall report for administrative control and coordination to the Principal of the school/campus assigned. Administrative control and coordination is defined as authority over the assigned position to organize, control or coordinate duties with those of other positions within the school campus to accomplish the mission of the school or district. Administrative control and coordination may include daily assignment of tasks, designation of objectives, and direction as necessary to accomplish the mission of the site or to preserve occupant safety.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

A. SSOs assigned to this contract perform a variety of duties, including but not limited to:

1. Serve as a first responder to violent, disruptive, or other emergency incidents on school property. Take appropriate action to safeguard life, property, and order and to provide necessary aid. Coordinate with and assist law enforcement or other first responders upon their arrival.

2. Patrol assigned buildings, parking lots, and grounds for illegal activities, suspicious activity or behavior, or dangerous situations. Report matters of concern to school administration and/or law enforcement. Respond appropriately within the authorities granted by law, District policy, and company directives.
3. Confront trespassers and unauthorized visitors to ascertain their business on campus and to prevent unlawful entry onto campus. Escort unauthorized visitors to the main office or off-campus, as appropriate and in coordination with school administration.
4. Monitor student activity and movement in school buildings and throughout campus. Warn students of school rule violations when appropriate. Notify school personnel of continued or serious rule violations, disorderly student behavior, or otherwise unsafe conditions.
5. Check exterior and interior doors to ensure all doors are secured (lock and closed) and all door locks and card readers are operational and functioning properly. Notify school administration of malfunctioning doors/locks and request maintenance for necessary repairs. Maintain a record of unsecured doors.
6. Operate security systems, including video surveillance systems and two-way radios, to maximize security coverage and protection of people, property, and the peaceful conduct of school business. Ensure security systems are operational and properly functioning each day; request maintenance when needed.
7. In coordination with school officials, assist with traffic control, traffic and pedestrian management, and parking within the work hours prescribed above. Check vehicles on campus for proper parking authorization and determine if vehicles are parked in restricted areas.
8. Assist with developing emergency response procedures, as requested. Assist with conducting and participate in fire drills, lockdown drills, and other safety drills. As requested, assist with emergency management, safety, and security training of school personnel.
9. Participate in safety and security inspections and assessments of assigned schools. Advise school administrators of hazardous conditions, unsafe procedures, and other serious security matters. Recommend and assist with implementing mitigation measures.
10. Communicate with the security supervisor in a timely manner regarding on-going concerns, problems, or unresolved issues that jeopardize safety and/or security, violate District policy or protocol, or otherwise hinder the orderly conduct of school business.
11. Immediately document and report to the appropriate officials any evidence of criminal activity. Cooperate fully with administrative or criminal investigations. Testify in criminal or administrative proceedings as necessary.
12. Provide security support and assistance at school functions and sporting events occurring on campus within the work days and work hours described above. Duties include but are not limited to walking among event spectators and others attendees to promote order and to provide a visible presence that promotes safety issues.

13. Perform other security-related duties as assigned.
14. SSOs may warn students of disciplinary violations and report infractions to a school administrator. SSOs may not impose discipline on a student but shall, upon request, provide any requested assistance in terms of supplying witness statements, testimony, etc.
15. SSOs shall not perform duties reserved for administrators, teachers, or other staff members. They shall not, for example, be assigned to monitor a classroom in the absence of a teacher.
16. Questions or disputes regarding the duties and responsibilities of SSOs shall be presented to the District representative and SSO Supervisor for resolution.

B. In addition to the duties and responsibilities listed above, the SSO Supervisor shall:

1. Serve as the primary liaison between the District and the Contractor for operational, administrative, and contractual issues.
2. Regularly conduct site visits of all schools to supervise and provide guidance to SSOs.
3. Assist the District representative with investigating and resolving complaints involving SSOs.
4. Notify the District representative of projected, anticipated, or actual vacancies as soon as the vacancy is known.
5. Monitor SSO work schedule and hours to ensure overtime is approved in advance by the District representative (except in emergency situations).
6. Review incident and other reports written by SSOs and forward them to the District representative in a timely manner.
7. Notify the District representative of any known or alleged performance problems or concerns involving SSOs.
8. Coordinate with the District representative and appropriate school personnel to complete annual performance questionnaires of SSOs.
9. Ensure SSOs are properly equipped and licensed.
10. Notify the District representative of any issues that could impact contract performance or the safety/security of the District's schools or operations.
11. Other management-related duties as assigned.

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AUTHORITY AND JURISDICTION, PERMITS, LICENSES, AND ADHERENCE TO LAWS

- A. Prior to commencement of work under this contract, the Contractor shall:
1. Obtain, possess, and maintain all business and corporate licenses required to operate as a business and as a contract security business in the State of South Carolina. Failure by the Contractor to possess all required licenses will be grounds for termination for cause.
 2. Obtain all licenses and permits required for each SSO to serve as an armed security officer in the State of South Carolina.
 3. SSOs must possess a security officer registration certificate and a security weapons permit to be assigned to work on the contract.
 4. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this contract.
- B. The Contractor shall furnish a legible copy of all legally required licenses and permits (including copies of permits and licenses issued to individual SSOs) to the District representative prior to the contract start date and again within fifteen (15) days after each anniversary of the contract start date.
1. The Contractor shall complete and certify a written record that shows names and issue dates for each SSO having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any work.
 2. The Contractor shall provide an updated record to the designated District representative upon any change of personnel assigned to the contract.
- C. The Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable federal, state, and local laws and regulations associated with licensing and permit issuance.
- D. Failure by the Contractor to maintain valid licenses and permits will be cause for the District representative to take contractual actions, up to and including termination for cause and removal of personnel from the contract.
- E. SSOs may carry only an on-duty firearm with a minimum of .22 and maximum of .45 caliber. The maximum barrel length is six inches. SSOs are not authorized to carry concealed weapons on District property or while performing security services for the District, unless otherwise allowed by state law.

- C. SSOs must carry their security weapons permit on their person while on duty and must keep a current, legible photocopy on file with the Contractor. Failure by an SSO to carry a valid security officer registration certificate and security weapons permit while on duty shall result in the SSO being removed from the contract until the valid certificate or permit is obtained.
- D. The District representative may conduct inspections of required licenses and permits at any time. The Contractor and individual SSOs shall provide such documentation upon request.

QUALIFICATIONS OF PERSONNEL

A. General Qualifications

- 1. To be eligible to perform under this contract, all SSOs must meet the following requirements:
 - a. Possess a valid and current security officer registration certificate issued by the South Carolina Law Enforcement Division.
 - b. Possess a valid and current security weapons permit issued by the South Carolina Law Enforcement Division.
 - c. Be at least 21 years of age. While there is no limit as to the maximum age of SSOs, all SSOs must be able to withstand the physical demands of the job and must be capable of responding to emergencies.
 - d. Speak English fluently, read and comprehend written English, and compose coherent written reports in English.
 - e. Meet one of the following experience/education requirements:
 - i. Five (5) years of armed security experience within the past eight (8) years; or
 - ii. An Associate's Degree (or higher) in a related field and at least three (3) years of armed security experience; or
 - iii. Three (3) years of active duty military or National Guard experience; or
 - iv. Six (6) years of reserve military or National Guard experience; or
 - v. Successful completion of Police Officer's Standard Training (POST) course and at least two (2) years of law enforcement experience; or
 - vi. Any reasonable combination of the above as approved by the District representative.

2. In addition to the requirements in Item #1 above, the Supervisor must have at least five (5) years of experience supervising sworn law enforcement personnel, state-certified or state-licensed armed security officers, or uniformed military personnel. Such experience must have involved the daily operational and administrative supervision of at least ten (10) personnel. Experience supervising personnel assigned to multiple sites is strongly preferred. The District representative may waive these requirements if determined to be in the best interest of the District.
3. Prior military or National Guard experience must be verified by the Form DD-214 including separation codes.
4. Disqualifying factors include conviction of a felony, a crime of violence, a serious misdemeanor, domestic violence, a crime involving a minor, driving while intoxicated or reckless driving within the past three years, a controlled substance violation (except those disallowed for consideration by law), or falsification of information provided on Contractor, background investigation, or District forms.

MEDICAL AND PHYSICAL QUALIFICATIONS

A. General

The Contractor is responsible for ensuring that all SSOs are able to perform the following essential functions, with or without reasonable accommodation.

1. Frequent and prolonged walking, standing, sitting, and stooping, up to 8 hours per day, either indoors or outdoors, during daytime hours. Outdoor duties may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for an extended time without shelter.
2. Frequent contact with students, faculty, law enforcement, and the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
3. Ability to maintain a high degree of alertness for up to 8 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
4. Ability to use post security equipment; ability to use handcuffs, baton (if issued), chemical spray (if issued), Taser (if issued) or similar devices as issued, and firearm at any time while on duty.
5. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
6. Ability to respond to violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency care while waiting for arrival of emergency services personnel).
7. Occasional running, sprinting, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

If one of the Contractor's employees alleges a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.

B. Physical Demands

1. . SSOs are expected to be physically able to perform the following physical tasks or functions in the performance of their assigned duties:
 - Responding to violent or potentially violent individuals
 - Work 8-hour days and have the ability to work additional hours due to unexpected activity
 - Work under occasional tension or pressure
 - Work alone while armed
 - Frequent and prolonged walking, standing, sitting, and stooping
 - Use of handcuffs and nonlethal weapons
 - Use of handgun, make shoot/no-shoot decisions with handgun, fire handgun
 - Occasional running or sprinting
 - Respond to life threatening or emergency situation
 - Climb in an emergency situation (stairs)
 - Pull oneself over an obstacle
 - Lift/carry/drag/pull/push heavy objects
 - Physically subdue or engage in confrontation
 - Physically control crowds or by-standers
2. Physical stamina and all of its elements (endurance, strength, fortitude, physical tolerance, etc.) is a basic requirement of this position. Individuals deemed incapable of performing the above tasks or functions will be removed from the contract upon the District representative's request.
3. The Contractor shall ensure that all SSOs assigned to work under the contract are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties.

SCREENING, HIRING, AND SELECTION

A. Pre-Employment Qualification Screening

1. The Contractor shall screen each applicant's resume and perform employment verification, conduct, integrity, character, and performance checks to determine if the applicant meets the District's qualification requirements and is eligible for employment under this contract.
2. Prior to any individual being assigned to the contract, the Contractor must provide to the District representative a copy of the individual's resume, clearly reflecting that the individual possesses at least the minimum qualifications.

3. The District representative has the authority to deny any potential candidate who does not meet minimum qualifications.

B. Background Screening

SSOs must successfully complete a background investigation by the South Carolina Law Enforcement Division (SLED) prior to issuance of a security officer registration certificate. The SSO's registration certificate shall serve as proof of a satisfactory background investigation.

C. Medical Screening

1. A medical evaluation or clearance is not required for SSOs assigned to this contract. Prior to employment, however, the Contractor shall ascertain the identity of all drugs currently prescribed to or taken by the SSO to determine whether or not such drugs will impair the SSO's ability to perform any one of the essential functions of the SSO position.
2. Applicants are required to successfully pass a SLED-approved drug screening prior to issuance of a security officer registration certificate.
3. District-Requested Drug Screening
 - a. The District representative has the right to request targeted drug screenings where there is a reasonable belief by the District that the SSO may be under the influence of or using illegal substances. The District representative will advise the Contractor in writing that a drug screening of a specific SSO is requested. The District representative shall designate the type of test to be administered.
 - b. Once the written request is received, the Contractor shall arrange for the test to be conducted as soon as possible, but not later than two (2) working days. The Contractor shall pay the SSO the normal hourly rate/salary for all time associated with taking the screening. SSOs who undergo targeted drug screenings may continue working under the contract until the results have been provided to the Contractor, unless doing so poses a risk to the safety and security of the SSO or others.
 - c. In the event that the results of any targeted drug screening are negative, the District shall bear the expense of the screening. (NOTE: This does not apply to the pre-employment drug screening). The Contractor shall invoice the District for the actual cost of the drug screening plus the hourly rate paid to the SSO to take the test.
 - d. In the event that the results are positive, the Contractor shall immediately remove the SSO with a positive reading from the contract and immediately inform the District representative of the results and the SSO's removal from the contract. Additionally, the Contractor shall bear all the expenses relating to the test for the SSO with the positive reading.
 - e. Any SSO who refuses to submit to drug testing when requested shall be subject to immediate removal from the contract.

CONDUCT OF ARMED SECURITY OFFICERS

- A. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- B. Each SSO is expected to adhere to standards of behavior that reflect credit on the employee, Contractor, and the District. The District representative has the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any SSO from the contract who does not meet and adhere to the Standards of Conduct as required in this contract.
- C. The District may request the Contractor to immediately remove any SSO from this contract should it be determined that the SSO has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner.
- D. The Contractor is responsible for ensuring that its employees conform to acceptable standards of conduct. The actions, behaviors, or conditions detailed in Exhibit B- Standards of Conduct are cause for immediate removal from performing on the contract.
- E. All SSOs are expected to behave courteously and professionally toward all persons encountered in the performance of contract related duties, including students, faculty and staff, and the general public.
- F. The Contractor must immediately notify the District representative if an SSO is arrested or otherwise charged with a criminal offense.
 - 1. The District representative reserves the right to order the removal from the contract of any SSO who has been arrested or otherwise charged with a criminal offense.
 - 2. This requirement is separate, distinct, and in addition to SLED reporting requirements.
- G. SSOs shall not possess or use alcohol, tobacco, or other nicotine products while on school property.

CONTRACTOR'S COMMUNICATION WITH THE DISTRICT

The Contractor shall have someone available to receive calls from the District representative at all times.

TRAINING REQUIREMENTS

- A. Possession of a current and valid security officer registration certificate and security weapons permit, issued by the South Carolina Law Enforcement Division (SLED) shall be satisfactory proof that the SSO has met basic security officer and weapons training requirements established by the State of South Carolina and SLED.

- B. The Contractor shall be responsible for ensuring SSOs successfully complete any annual refresher training or other such training required by the State of South Carolina or SLED to maintain required licenses and certifications.
- C. The Contractor shall provide to the District representative, a training plan, for any additional training provided to SSOs at an expense to the District. The training plan shall include, at a minimum: the name of the training course; the number of training hours required to complete the course; a summary of the objectives/skills taught; the method of training delivery; any examinations, tests, or practical exercises used to assess mastery of training material; and any other relevant information pertaining to the course.
- D. SSOs may be required to complete District-provided or District-funded training. Such training will be provided at no additional cost to the Contractor. The Contractor shall be notified in advance of any such training.
- E. SSOs may be afforded the opportunity to participate in training provided by local law enforcement or other public safety agencies. Such training must be approved by the Contractor. Any such training that involves expense to the District or that involves the SSO serving as a representative of the District must be authorized by the District representative.
- F. Any additional training opportunities that involve expense to the District shall be coordinated and approved by the District representative and the Contractor.

UNIFORMS AND EQUIPMENT

- A. The Contractor will provide uniforms approved by the District representative. Uniforms must be worn at all times by all regular, temporary, and substitute SSOs while performing work on the contract.
 - 1. All uniform shirts must clearly display a logo or insignia identifying the wearer as a security officer and must include the name of the Contractor's business.
 - 2. The Contractor shall ensure uniforms are proper fitting, in good repair and free from rips, tears, and stains.
- B. The Contractor shall provide to each SSO all equipment necessary to perform their contractual duties. The Contractor shall provide to the District representative a list of equipment to be issued to each SSO.

ALARM CODES, KEYS, AND BUILDING ACCESS CARDS

- A. At the District's discretion, SSOs may be provided alarm codes, keys, and access cards for the building to which they are assigned.
- B. SSOs shall sign for all keys and access cards and maintain control and security of these items at all times.
- C. SSOs shall not share alarm codes, keys, or access cards with anyone, including district personnel, law enforcement officers, or other security personnel. SSOs are prohibited from making copies of assigned keys.

- D. SSOs shall immediately report any lost, stolen, or misplaced keys or access cards. SSOs or the Contractor shall be responsible for replacement costs of lost or misplaced keys or access cards and for all costs associated with re-keying affected locks, if required. Replacement costs shall be as prescribed by District policy ECA, *Security*.
- E. The District representative may conduct an inventory of keys and access cards at any time. Upon request, SSOs shall produce such items to the District representative for inventory accountability.
- F. SSOs shall return to the District representative all issued keys and access cards upon termination of work on the contract.

CONTRACTOR'S RECORDS AND REPORTING REQUIREMENTS

- A. The Contractor shall make available to the District representative at any time all of the Contractor's operating records associated with this contract. Additionally, the Contractor must provide to the District representative regular reports as specified in this section and as mutually agreed on by the District representative and the Contractor.
- B. The Contractor shall retain for a minimum of 18 months (or longer, if required by law) records indicating officer attendance and work hours, absenteeism, accident occurrences, and disciplinary reports.
- C. The Contractor shall maintain records that include documentation of all SSOs' compliance with legal requirements and with all standards and requirements set forth in this contract.
- D. SSOs shall immediately submit to the Supervisor an email report of incidents, accidents, or matters that:
 - 1. involve death or injury on school property or during school-sponsored events;
 - 2. involve damage to district property exceeding \$250;
 - 3. resulted in substantial disruption to school operations;
 - 4. required law enforcement or emergency medical assistance;
 - 5. may receive media attention or negatively reflect upon the district;
 - 6. otherwise reasonably be of interest to District leadership.

The Supervisor shall immediately provide these reports to the District representative within 24 hours of initial notification. The format and content of the Contractor's report shall be submitted to the District representative for approval.

- E. SSOs shall maintain a daily written or electronic log or record of activities. The Contractor shall maintain these on file for the remainder of the school. The format and contents of these files shall be submitted to the District representative for approval.
- F. The Contractor shall submit to the District representative a monthly report containing: summary of SSO activities, reports, and significant events for the month; contractual issues, concerns, and deficiencies; training completed by SSOs; upcoming scheduled events; and other safety, security, or contractual issues of concern to the District. The Contractor shall provide a proposed weekly report format for approval by the District representative.

- G. The Contractor shall provide post orders specific to the assignment of each SSO. A copy of the post orders shall be provided to the District representative.

FEDERAL EDUCATIONAL RIGHTS AND PRIVACY ACT (“FERPA”) AND CONFIDENTIALITY

- A. Prior to any SSO performing work on the contract, the Contractor must submit to the District representative a signed form, provided by the District, from each SSO indicating that he or she understands the District’s FERPA policies and guidelines.
- B. During the course of their service, SSOs may have access to, hear, or otherwise learn about confidential information related to student, staff members, and others. SSOs shall not disclose any information of a confidential nature to any other individual not reasonably believed to have authorization to such information. Violation of this provision may result in immediate removal from the contract.

DUTIES & RESPONSIBILITIES OF THE DISTRICT

The District will provide the SSO with a climate controlled and properly lighted office with a locking door. This office will contain the following:

- Telephone with access to a private line
- Reasonable office supplies
- Desk with drawers
- Two guest chairs
- Task chair
- Internet access
- Locking file cabinet
- Hand held radio to communicate w/staff

The District will provide a clear and concise organizational chart and chain of command. The District will provide District policies and procedures with appropriate training as needed.

V. INVOICING

The District’s Director of Safety and Security or their designee shall approve, in writing, the Contractor’s accuracy and reasonableness of each invoice submitted for payment. The Contractor shall be responsible for documenting the number of contract employees on site each day and hours worked.

- A. The Contractor’s invoicing shall be in a format approved by the District representative. Invoicing shall be on a monthly basis, with charges divided by week. The Contractor shall make every effort to submit the monthly invoice to the District’s account payable department within 60 days of the end of the month in which work was performed.
- B. The Contractor shall provide sufficient documentation of charges, such as copies of timesheets or other attendance records approved by the District representative, official receipts, and written approval of extra duty or overtime.

- C. The District shall not be assessed late fees or interest for improper or insufficient invoices or documentation.

VI. ELABORATION AND CLARIFICATION

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the BVB and/or the participant's response. If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the BVB. Any exceptions to the terms, conditions, provisions, requirements, and draft contract (Exhibit C) delineated must be specifically noted and explained by the Contractor and must be submitted by 12:00PM on **July 18, 2019** which is the last day for questions.

VII. RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

All Responses shall not exceed twenty-five (25) pages in 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. Response shall be double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. Failure of the company to organize the information required by this BVB as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this BVB. The Contractor, however, may reduce the repetition of identical information within several sections of the Best Value Bid by making the appropriate cross-references to other sections of the response. Submittals shall include the following information divided by tabs:

1. Pages 1 and 2 of this Best Value Bid.
2. Cover letter and Company Overview
 - Name of primary contact
 - Address
 - Telephone number
 - Email
 - State or Federal Certification Participation Program (Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business)
3. Qualifications and Experience

The Contractor shall have at least five (5) years of experience in providing security services in a commercial environment including any school districts, higher education institutions or any public entity. The Contractor must demonstrate their capability to perform the requirements of the scope of work. Contractor shall also provide:

- Three (3) references that the Contractor has provided services as listed in the scope of work (Appendix I).
- Three letters of recommendation for similar services conducted in South Carolina or other states.
- Copies of all professional licenses that are required to perform the services as listed in the scope of work.

- List of any judgements and/or list of bankruptcy or organization proceedings within the last five (5) years.
- Availability of personnel, facilities, equipment and other resources to provide the services requested.
- Evidence that the Contractor is financially solvent, able to pay its debts, and possess sufficient working capital to complete performance of its contract. Contractor must provide three (3) consecutive prior years' audited financial statements. The financial statements must include the balance sheet and income statement.

4. Proposed Scope of Work, Approach and Understanding

The Contractor must clearly explain its understanding of the project and how its solution is the best overall value to the District. This explanation shall include the project approach include, at a minimum, those responsibilities listed in the Section IV. Additionally, the Contractor must complete the Contract Requirements, Appendix II.

Contractor must provide a list of the personnel that will be utilized at the commencement of the contract. The qualifications to include resumes, licenses, and credentials of the personnel shall also be submitted.

5. Cost Proposal

The cost sheet Appendix III shall be submitted separately in a sealed envelope.

The District will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a Contractor. The District reserves the right to negotiate final fees and scope of services with the selected Contractor. The Contractor shall indicate any additional work that it believes is needed and the cost of such work separately.

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondents. The District will not reimburse any Contractor for any incidental expenses related to the Contract.

6. Appendices

Contractor shall complete the following Appendices:

- Appendix I- References
- Appendix II- Contract Requirements
- Appendix III- Cost Proposal
- Appendix IV- Non-Collusion Affidavit
- Appendix V- Conflict of Interest

All responses should be submitted to Rock Hill School District no later than July 31, 2019 at 3:00 PM. Respondent shall deliver one (1) original UNBOUND copy, five (5) hard copies and one (1) USB drive of the information requested above. Responses should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Best Value Bid. All submittals must be clearly labeled on the outside of the envelope with the following wording: **“BVB #19-2001 School Security Officers.”** All late statements will be rejected. The District is not responsible for late Bids caused by delays in mail delivery or a delay in any other method of delivery.

VIII. AWARD

It is to the sole discretion of the District to determine the award method. The District will award to the highest ranked offeror.

IX. EVALUATION CRITERIA

The committee will review each submittal based upon the criteria listed below.

- Cost (60%)
- Qualification and Experience (25%)
- Proposed Scope of Work, Approach, and Understanding (15%)

X. TENTATIVE SCHEDULE OF EVENTS

Best Value Bid Issue Date	July 3, 2019
Mandatory Pre-Bid Meeting	July 16, 2019 at 3:00 PM
Last Day for Questions	July 18, 2019 at 12:00 PM
Bid Due Date	July 31, 2019 at 3:00 PM
Intent to Award (Tentatively)	August 15, 2019
Contract Issued (Tentatively)	August 26, 2019

XI. GENERAL INFORMATION AND INSTRUCTIONS

A. Request for Qualification Process

This BVB does not commit Rock Hill School District to pay for direct or indirect costs. Any costs associated with BVB preparation, selection interviews, and any other company activity prior to award of a contract shall be at the Contractor's expense. Rooms, meals, travel, telephone, and administrative costs shall be at the Contractor's expense.

The BVB is not an Invitation for Bid. In the event that the District elects to negotiate a contract with the successful respondent(s), any contract shall contain at a minimum the terms and conditions as stated in Section I. The District reserves the right, in its sole discretion to reject all submissions, reissue a subsequent BVB, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the District.

B. Questions

Requests for additional information and questions must be submitted to LaWana Robinson-Lee, at LROBINSONLEE@RHMAIL.ORG.

The deadline for additional information and questions is July 18, 2019 by 12:00 P.M. (EST). The District will not accept telephone calls or visits regarding this BVB. No interpretation shall be binding unless in writing from Rock Hill School District.

No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, Chief of Operations or any District staff not identified in this BVB as points of contacts during the period of time that this BVB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Contractor from further consideration.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the responses, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word **"Confidential."**

D. Respondent's Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the District's requirements and the scope of the services to be provided. Respondents have a duty to request any information from the District as it deems necessary to prepare the BVB. Such requests shall be made in compliance with the Elaboration and Clarification section of the BVB.

E. Time for Receiving Responses

Responses submitted online prior to the time of opening will be secure and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no response there-after will be considered.

F. Submittal of Responses

All responses to this BVB must be clearly marked **BVB #19-2001 School Security Officer Services**. A minimum of one (1) original **UNBOUND** copy, five (5) hard copies and one (1) USB drive containing the proposal shall be submitted. All BID's shall be submitted no later than July 31, 2019 at 3:00 P.M. and the USBs and hard copies shall be submitted to Rock Hill School District Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732. All late proposals will be rejected. The District is not responsible for late BVB's caused by delays in mail delivery or a delay in any other method of delivery.

G. Acceptance and Rejection

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

H. Acceptance Period

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

I. Cancellation of Statements of Qualifications

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

J. Bidders Present

At the time fixed for the closing of the qualifications, the proposer's name will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the proposals until award is made.

K. Conflict of Interest

Respondents shall complete the Conflict of Interest Form listed in the Appendices. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the District or any other conflict as may be set forth herein.

L. Collusion

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

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this BVB and any resulting contract.

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

SPACE INTENTIONALLY LEFT BLANK

XII. APPENDICES

Appendix I- References

Appendix II- Contract Requirements

Appendix III- Cost Sheet

Appendix IV- Non-Collusion Affidavit

Appendix V- Conflict of Interest

APPENDIX I- REFERENCES

REFERENCE #1	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the number of officers):	

REFERENCE #2	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the number of officers):	

REFERENCE #3	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the number of officers):	

Contractor must ensure the accuracy of the information provided.

APPENDIX II- CONTRACT REQUIREMENTS

CONTRACT REQUIREMENTS

Indicate your understanding and willingness to comply using Y=YES or N-NO for each statement below.
Failure to comply with any of the requirements will deem your response non-responsive.

YES NO

- _____ _____ The successful independent contractor must assign a POC or Supervisor with whom District personnel will have quick, easy and direct access to 24 hours/day.
- _____ _____ Each security officer must be trained and registered in the criminal laws of South Carolina as required by law. Each must be abreast of OSHA and District safety requirements.
- _____ _____ It is understood and agreed that assigned uniformed, armed security officers are employees of the Contractor and that all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the Contractor.
- _____ _____ The District reserves the right to terminate any contract where the Contractor is unable to meet payroll demands or where payroll checks are returned due to "insufficient funds".
- _____ _____ The SSO will be under the direct supervision of the Contractor/SSO Supervisor and will report to the Principal of their assigned school for administrative control and coordination.
- _____ _____ The Contractor must provide complete uniforms and all equipment needed in order to perform perform and be compliant. (Uniforms are to be approved by the District)
- _____ _____ Provide uniformed armed security officers
- _____ _____ Security officers shall be employees of the contractor
- _____ _____ Each SSO will work 7:00 a.m. – 3:30 p.m., 190 days per year (during regular school Session). SSO will be required to make
- _____ _____ The District is to be billed only for hours actually worked by SSOs.
- _____ _____ To investigate suspicious activity that occurs on the school campus when the incident is school or student related.
- _____ _____ All investigative actions taken by the SSO must be reported to the Supervisor. The Supervisor Will report to the appropriate District personnel and authorities.
- _____ _____ All SSOs must be trained utilizing an approved SLED manual and are to be trained by a SLED certified instructor. SLED certification and state law requires Armed Security Officers in South Carolina to qualify with a firearm.

YES **NO**

- _____ _____ All SSOs must be fire arms re-certified on a yearly basis, and must receive specialized training related specifically to school environments.
- _____ _____ **The SSOs will not act as a school disciplinarian.** This is a school responsibility. If a law violation occurs, the principal will contact the Armed Security Officer in a timely manner. The SSO will collaborate with the appropriate law enforcement agency to determine if law enforcement action is needed.
- _____ _____ The SSO acts as a resource person to students, parents, faculty, and staff.
- _____ _____ Should District personnel find an officer to be unsuitable due to past work and/or employment history, at the request of the District, said officer shall be removed and replaced without question.
- _____ _____ All wages and taxes will be the responsibility of the successful contractor.
- _____ _____ Contracted employees will be under the direct supervision of the successful contractor who must maintain a standard of quality and performance necessary for contract compliance. The successful Contractor assumes full responsibility of assuring that all armed security officer posts are covered at scheduled times.
- _____ _____ The successful Contractor is responsible for instructing its employees in safe work habits, the requirements of O.S.H.A., and the safety requirements of the District.
- _____ _____ Requested criminal background checks and/or drug testing will be performed by and paid by the Contractor. The scope of the background check will be nationwide. The minimum drug screening requirement is the US Department of Health & Human Services 5-panel DOT screening. Criminal background checks and drug testing may be requested prior to assignment and at any time during the assignment.
- _____ _____ No SSO shall have been convicted of a felony and/or sex offense.
- _____ _____ The successful contractor must perform screening of uniformed, armed security officers to ensure they have the skills necessary to perform all duties. This screening must be performed prior to assignment.
- _____ _____ Contractor must offer timely follow-up service to ensure satisfactory performance of officers. Any officer found to be unsatisfactory within forty-eight (48) hours of placement will be replaced at no expense to the District.
- _____ _____ Contractors must provide a means for time/record keeping. The contractor will not invoice the District until a signed, original time sheet is received. Only authorized District officials may approve time sheets.
- _____ _____ Contractors must invoice based on original time sheets.
- _____ _____ The District reserves the right to cancel this contract without cause with 30 days written notice.

APPENDIX III- COST SHEET

	Qty.	Fixed Hourly Rate	# of Hours (8 hours x 190 days)	Extended Cost
Armed Security Officer	17		1520	
Supervisor-Armed Security Officer	1		1520	
Supervisor Vehicle	1			
Total Annual Cost. This is your bid amount which will be evaluated.				

ADDITIONAL PRICING:

Armed Security Officer: _____ Hourly Rate

Overtime Rate: _____ Hourly Rate

Any overhead, expenses, travel, etc. must be factored into the Contractors quoted labor rate. No additional charges will be paid by the District.

CONTRACTOR NAME: _____

APPENDIX IV- NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached BVB:

(2) He is fully informed respecting the preparation and contents of the attached BVB and of all pertinent circumstances respecting such BVB:

(3) Such BVB is genuine and is not a collusive or sham BVB:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached BVB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **District** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached BVB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX V: CONFLICT OF INTEREST

I, _____ (Offeror/Contractor), on behalf of myself and my company, and my sub-Contractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-Contractor(s), nor does Offeror or Offeror's sub-Contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-Contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-Contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any

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

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

- No known actual or potential Conflicts of Interest are subject to disclosure.**
- All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.**

6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-Contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

XIII. EXHIBITS

Exhibit A- 2019-2020 District Calendar

Exhibit B- Standards of Conduct

Exhibit C- Draft Contract

Approved December 17, 2018. In the event SC State Law is changed to allow an adjustment to the school start date, district administration may request a change to this calendar.

July 4
-Independence Day-
District Closed

July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 6 - 9
New Teacher Orientation

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

August 12-13
Teacher PD Day

August 14-16
Teacher Work Day

August 19
First Day for Students

September 2
-Labor Day-
District Closed

September 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 18
End of 1st 9 Weeks

October 21
Teacher PD Day

October 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 27 - 29
-Thanksgiving Break-
District Closed

November 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 20
Half Day for Students
Last Day of First Semester

December 23 - 31
-Winter Holidays-
District Closed

December 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**HALF DAY
DISMISSAL TIMES**
Elementary - 11 a.m.
Middle - 11:30 a.m.
High - 11:45 a.m.

Purple = New Teachers Only Green = Teacher PD Day Blue = Teacher Work Day
Red = First/Last Day of Semester Orange = School Closed
□ = Possible Make-Up Day ○ = End of Grading Periods

January 1-3
-Winter Holidays-
District Closed

January 6
Teacher PD Day

January 7
Teacher Work Day

January 8
Students Return

January 20
-MLK Jr. Day-
District Closed

February 17
-President's Day-
District Closed

March 12
End of 3rd 9 Weeks

March 13
Teacher PD Day

April 6-10
-Spring Break-
District Closed

April 13
Possible Make-Up Day
*District will be closed
if day is not needed*

May 22 and 29
Possible Make-Up Days
*District will be closed
if days are not needed*

May 25
-Memorial Day-
District Closed

June 3
Half Day for Students

June 4
Half Day for Students
Last Day of Second
Semester

June 5
Teacher Work Day

June 6
Graduation Day
South Pointe - 10 am
Rock Hill - 2 pm
Northwestern - 6 pm

EXHIBIT B
STANDARDS OF CONDUCT

The Contractor is responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:

1. Disturbing papers on desks, opening desk drawers or cabinets, or using District equipment (i.e. computers, telephones, etc.) except as authorized by this contract and the post orders.
2. Excessively using electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc., or using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty, except as required by Contractor policy or post orders, or when expressly permitted.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
5. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the District.
6. Theft, vandalism, immoral conduct, or any criminal actions.
7. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
8. Improper use of official authority or credentials.
10. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
11. Failure to cooperate with District officials or law enforcement authorities during an investigation.
12. Failing to demonstrate courtesy and good manners toward students, faculty and staff, and the general public. Not displaying a respectful and helpful attitude in all endeavors.
13. Unauthorized use of District property, inclusive of communication equipment, phones or radios, or vehicles.
14. Conducting personal affairs while on duty, except while on an authorized break or meal period.

16. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on District property, or granting special favors to any person including students, faculty and staff, family members or friends.
17. Disclosing any official information or making any news or press releases.
18. Engaging in audacious or demeaning discussions concerning District internal matters, policies, grievances, legal issues, or personalities; or financial, political, personal, or family matters with students, faculty and staff, family members, any known associate of the foregoing, or the public.
19. Disclosure of any information, except to the District designated representative or Contractor, involving security assignment(s), equipment, practices, procedures, operations, or other security related issue. (Disclosure to any other person shall require the expressed approval of the District designated representative.)
20. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of campus security, or any other act that constitutes neglect of duties. Violating security procedures or regulations.
21. Post abandonment or desertion; not remaining on duty until properly relieved.
23. Gambling or unlawfully wagering or promoting gambling.
24. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
25. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
26. Displaying unethical or improper use of uniform, uniform badge and/or other identification for other than official business while on or off duty.
27. Knowingly giving false or misleading statements or concealing material facts in connection with reports, records, investigations, or other proceedings.
28. Knowingly making false statement(s) about students, faculty or staff, other Contractor employees/officials, or the general public.
29. Involvement in any form of discrimination, or sexual harassment against other person.
30. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
33. Misuse of weapons or the carrying of any non-authorized weapons, as defined by federal, state, or local law in the jurisdiction where the violation occurs.



CONTRACT FOR SERVICES

19-2001 School Security Officer Services

This Contract entered into this day of August, 2019 between Rock Hill School District (hereinafter called the "District"), its successors and assigns, and _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the District desires to retain the services of the Contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. CONTRACT FOR SERVICES

The District hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

B. SCOPE OF WORK AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the District perform tasks as identified necessary to complete project(s) as outlined in Appendix A- Scope of Work, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the District and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any District control over the details of Contractor's performance.

This contract shall be for one year, beginning in August 2019. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. The option to renew shall require the mutual agreement of both parties at least sixty (60) days prior to expiration. The total term of this contract shall not exceed beyond August 31, 2024. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

Notice of rate increases must be sent to the Purchasing Department located at 2171 West Main Street, Rock Hill, SC 29732 or emailed to PROCUREMENT@RHMAIL.ORG.

C. METHOD OF PAYMENT

EXHIBIT C

A. This is a NO COST service and in no event will there be compensation.

B. Payment shall be made for work performed as requested. Pricing shall be in accordance to Appendix B.

D. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

E. NON-APPROPRIATIONS

Any contract entered into by the District shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

F. ACCIDENTS

The Contractor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the Contractor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the Contractor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the Contractor. The Contractor shall take all precautions necessary to protect the public against injury.

G. TERMINATION

Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) day advance written notice is given to the contractor.

Termination for Convenience. In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

Termination for Cause. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.

H. SOUTH CAROLINA LAW CLAUSE

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state.

Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized/licensed to do business in this state. By submission of this signed contract, the Contractor agrees to subject itself to the jurisdiction and process of the

EXHIBIT C

courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

I. PATENTS

The Contractor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Bid.

J. GUARANTEE

The Contractor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the Contractor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

K. INDEMNITY

Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Contract and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

L. WORKMANSHIP

All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the District's representative.

M. LIABILITY

The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The Contractor or his insurer shall reimburse the District for any such damage or loss within 30 days.

N. Subcontracting

The Contractor shall not subcontract any portion of this contract without prior written approval from the District, which consent shall not be unreasonably withheld provided, Contractor remains liable for performance of all items of this contract.

EXHIBIT C

O. LAWS

The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

P. DEFAULT

In the event the Contractor defaults on any part or all of his bid, the District reserves the right to purchase any or all of the services in default in the open market and charge the defaulting Contractor for the difference of the cost. Should such charge be assessed, no subsequent bids of the defaulting contractor shall be considered unless assessed charge has been satisfied.

Q. INSURANCE

Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$100,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

- \$1,000,000 Combined Single Limit - Any Auto

R. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

EXHIBIT C

WITNESS AS TO DISTRICT:

ROCK HILL SCHOOL DISTRICT

BY: _____

TITLE: _____

WITNESS AS TO CONTRACTOR:

CONTRACTOR:

BY: _____

TITLE: _____

DRAFT