

	Solicitation Type: Request for Proposal (RFP) Solicitation Number: 1920-66RS Date Issued: 4/10/2020 Procurement Officer: Robin Strickland, CPPB Phone: (843) 488-6893 E-Mail Address: <a href="mailto:rstrickland@horrycountyschools.net">rstrickland@horrycountyschools.net</a> Address: HCS, Procurement Office Mailing: PO Box 260005 Physical: 335 Four Mile Road Conway, SC 29528 Conway, SC 29526
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**DESCRIPTION:** Term Contract to Provide Security Guard Services

**USING GOVERNMENTAL:** Horry County Schools

*The Term "Offer" Means Your "Bid" or "Proposal".*

**SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL:**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

**SUBMIT OFFER BY (Opening Date/Time):** 5/7/2020 / 3:00 p.m. (EST) (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY (Date/Time):** 4/20/2020 / 3:00 p.m. (EST) (See "Questions From Offerors" provision)

**SUBMIT QUESTIONS TO:** [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net)

**NUMBER OF COPIES TO BE SUBMITTED:** SEE PAGE 3 **Initial here \_\_\_\_\_ if NO redacted copy is necessary**

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Horry County Schools.

*See "Submitting Your Offer" provision.*

<b>CONFERENCE TYPE:</b> <input type="checkbox"/> MANDATORY <input type="checkbox"/> NOT MANDATORY <input checked="" type="checkbox"/> Not Applicable <b>DATE &amp; TIME:</b> Click or tap to enter a date. at (EST) As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> N/A
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<b>AWARD &amp; AMENDMENTS</b>	The award, this solicitation, and any amendments will be posted at the following web address: <a href="https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e">https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e</a>
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You <b>must</b> submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions)	
NAME OF OFFEROR (Full legal name of business submitting the offer)	<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing <b>must</b> be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror <b>must</b> 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.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

## (Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)				<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)							
								Area Code:	Number:	Extension:	Facsimile:
								E-Mail Address:			
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)				<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)							
								Order 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)											
<b>ACKNOWLEDGMENT OF AMENDMENTS:</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)											
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date				
<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)			10 Calendar Days (%) _____	20 Calendar Days (%) _____	30 Calendar Days (%) _____	_____ Calendar Days (%)					
<b>MINORITY PARTICIPATION</b>											
Please answer the following questions:											
1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide certification number: _____. If no, would you qualify as a MOB/WOB based on the District's requirement of at least fifty-one percent (51%) ownership by a woman or person of ethnic (non-white) origin? <input type="checkbox"/> Minority-owned <input type="checkbox"/> Woman-owned											
<b>PROCUREMENT CARD</b> Do you accept purchasing (Mastercard) cards to facilitate ordering and payment? <input type="checkbox"/> Yes <input type="checkbox"/> No											
<b>ACKNOWLEDGEMENT</b>											
Have you clearly listed any deviations from the requested specifications and fully explained such deviations? <input type="checkbox"/> Yes <input type="checkbox"/> No Failed projects, suspensions, debarments, and significant litigation exist. <input type="checkbox"/> None exist <input type="checkbox"/> Yes If yes, below is a list of failed projects, suspensions, debarments, and significant litigation exist.											

**NUMBER OF COPIES**

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the Offeror should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the Offeror by notation in the lower left corner of the cover of each Offeror with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offerors shall be signed by only those Company officials or agents duly authorized to sign bid/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if Offeror is submitting confidential information, one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

**Return all with boxes checked:**

- ☐ (1) Original printed hardcopy of complete offer
- ☐ (1) Original printed hardcopy of complete offer and ( ) copies (marked 'copy')
- ☐ (1) Original submitted on Electronic Copies (preferred USB Flash Drive)
- ☐ (1) Original and ( ) Copies submitted on Electronic (preferred USB Flash Drive)
- ☒ (1) Original Uploaded to the URL provided below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>
- ☐ (1) (marked "redacted" ) on Electronic Copies (preferred USB Flash Drive) if you are submitting confidential information
- ☒ (1) Redacted copy Uploaded to the URL provided below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

(see Section II A "Submitting Confidential Information")

(see Section II B "Electronic Copies – Required Media and Format" )

(see Section II B "On-Line Bidding Instructions " )

(see Section IV "Submitting Redacted Offerors provision)

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### I. SCOPE OF SOLICITATION

#### ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:

The purpose of this solicitation is to acquire security guard services to include all labor, materials, equipment and incidentals for security guard services as provided herein. The quality of these services shall conform to, or surpass, generally accepted industry practices. Services provided shall be provided in accordance with the South Carolina Code of Laws 1976, Title 40 - Professions and Occupations, Chapter 18 – Private Security and Investigation Agencies, as found at: <https://www.scstatehouse.gov/code/t40c018.php>

**MAXIMUM CONTRACT PERIOD – (ESTIMATED):** Start date: 07/01/2020 End date: 06/30/2025.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period". [01-1040-1]

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one year renewal options. The maximum potential contract life is five years. The Superintendent may extend this contract for an additional two (2) years through **06/30/2027**.

### II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS:

#### DEFINITIONS, CAPITALIZATION, AND HEADINGS

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION UNLESS EXPRESSLY PROVIDED OTHERWISE

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

BOARD means the Horry County Schools Board of Education or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity

BUYER means the Procurement Officer/Specialist.

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

CONTRACT means all types of Horry County Schools agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Specialist, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Specialist to order without the consent of the contractor.

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

COOPERATIVE PURCHASING means procurement conducted by, or on behalf of, more than (1) public procurement unit.

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

DAYS means calendar days.

DISTRICT means a governmental entity governed by an elected Board of Education, which appoints a Superintendent to carry out policies established by the Board. This refers to the Horry County Schools hereinafter referred to as the "District".

HORRY COUNTY SCHOOLS (HCS) is a public school district serving Horry County, South Carolina.

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

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

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means any person acting within the scope of his/her authority and duly authorized by Horry County Schools to enter into and administer contracts and make written determinations and findings with respect thereto, as identified as such on either the Cover Page, an amendment, or an award notice.

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the Work.

US or WE means Horry County Schools.

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

YOU and YOUR means Offeror. [02-2A003-2]

#### **AMENDMENTS/ADDENDUMS TO SOLICITATION (MODIFIED):**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments/Addendums: <http://apps.hcs.k12.sc.us/apps/protrac/> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

#### **AUTHORIZED AGENT:**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Chief Procurement Officer or designee is the only Horry County Schools official authorized to bind the District with regard to this procurement or the resulting contract. [02-2A007-1]

#### **AWARD NOTIFICATION:**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location specified on the Cover Page, or if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any

award will not be effective until the sixteenth day after such notice is given. [02-2A010-2]

#### **BID/PROPOSAL AS OFFER TO CONTRACT:**

By submitting Your Bid or Proposal, You are offering to enter into a contract with Horry County Schools. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

#### **BID ACCEPTANCE PERIOD:**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Specialist in writing, documenting the fact(s) of Offeror's error. [02-2A020-1]

#### **BID IN ENGLISH and DOLLARS:**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

#### **BOARD AS PROCUREMENT AGENT:**

The Procurement Officer is an employee of the Board acting on behalf of the Horry County Schools pursuant to the HCS Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-2]

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

(a) By submitting an offer, the Offeror certifies that:

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

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

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal];

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

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

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

(a)

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

(i) Offeror and/or any of its Principals

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

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

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

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to Horry County Schools, the Procurement Specialist may terminate the contract resulting from this solicitation for default. [02-2A035-1]

**CODE OF LAWS AVAILABLE (MODIFIED):**

The Horry County Schools District Procurement Code is available at:  
[https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement\\_Code.pdf](https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement_Code.pdf) [02-2A040-2]

**COMPLETION OF FORMS/CORRECTION OF ERRORS:**

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

**DEADLINE FOR SUBMISSION OF OFFER:**

Any offer received after the Procurement Officer of Horry County Schools or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover page prior to the bid opening or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1].

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, Horry County Schools may withhold award. 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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

**DRUG FREE WORK PLACE CERTIFICATION:**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

**DUTY TO INQUIRE:**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention See clause entitled "Questions from Offerors." [02-2A070-2]

**ETHICS CERTIFICATE:**

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to

influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Specialist at the same time the law requires the statement to be filed. [02-2A075-2]

#### OMIT TAXES FROM PRICE:

Do not include any sales or use taxes in your price that Horry County Schools may be required to pay. [02-2A080-1]

#### OPEN TRADE REPRESENTATION (JUN 2015):

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

#### PROTESTS:

Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

#### PROHIBITED COMMUNICATIONS AND DONATIONS:

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with Horry County Schools or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Specialist.*** All communications must be solely with the Procurement Specialist.] [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.***

#### 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. [02-2A090-1]

#### QUESTIONS FROM OFFERORS:

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Specialist no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any

communication regarding your questions with the name of the Procurement Specialist, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) Horry County Schools seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions should be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover page. The preferred method of receiving questions is via e-mail with the subject "**QUESTIONS 1920-66RS**" and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

#### REJECTION/CANCELLATION:

Horry County Schools may cancel this solicitation in whole or in part. Horry County Schools may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.] [02-2A100-1]

#### RESPONSIVENESS/IMPROPER OFFERS (JUN 2015):

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Specialist. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Specialist determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. HCS may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

**SIGNING YOUR OFFER:**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

**SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS:**

If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information is available online at:

[http://www.horrycountyschools.net/pages/Horry\\_County\\_Schools/Students\\_Parents/How\\_HCS\\_makes\\_weather-related](http://www.horrycountyschools.net/pages/Horry_County_Schools/Students_Parents/How_HCS_makes_weather-related)

**SUBMITTING CONFIDENTIAL INFORMATION:**

(An overview is available at <https://procurement.sc.gov/legal/general-info>) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret or (b) privileged and confidential. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, Horry County Schools may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, Horry County Schools will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Horry County Schools, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by Horry County Schools that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

**SUBMITTING YOUR OFFER OR MODIFICATION (MARCH 20):**

(a) Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." (1) Addressed to the Office of Procurement Services as specified in the Solicitation Cover Page; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-2]

#### **SUBMITTING AN OFFER OR MODIFICATION (MARCH 2020):**

You must submit your offer or modification on line via of the vendor registry system. Paper offers are not accepted due to office closures. See clauses titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS." [Rev02-2A130-2]

#### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES:**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

#### **TAXPAYER IDENTIFICATION NUMBER:**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**VENDOR REGISTRATION MANDATORY (MODIFIED MARCH 2020):**

The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.

**WITHDRAWAL OR CORRECTION OF OFFER:**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. [02-2A150-1]

**II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS****BOARD APPROVAL REQUIRED:**

Any award is subject to prior approval by the Horry County School Board of Trustees. Board meetings are normally, but not always, held monthly. [02-2B015-1]

**CLARIFICATION:** Pursuant to Section 11-35-1520(8), the Procurement Specialist may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**CONTENTS OF OFFER (RFP)(MODIFIED):**

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two (2) parts, the technical proposal and the business proposal. Each part should be bound in a single volume or each file should be uploaded separately if required to be submitting electronically. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS."
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

**DESCRIPTIVE LITERATURE – LABELLING:**

Include Offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

**ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020):**

Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name, and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. If you are submitting an offer in response to a solicitation of a request for proposal, your business and technical proposals must be labeled with the solicitation number and the Offeror's name, and specify whether its contents address technical proposal or

business proposal. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files. [Rev02-2B070-2]

#### **MAIL PICKUP:**

The District's Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer [02-2B080-1]

#### **ON-LINE BIDDING INSTRUCTIONS (REVISED MARCH 2020):**

(a) Mandatory Registration: You must register before you can submit an offer on-line! See clause entitled "VENDOR REGISTRATION MANDATORY." To register or submit an offer, please visit the following site:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>

(b) Once registered and signed into the system, chose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from you.

(c) Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. [Rev2B105-2]

#### **OPENING PROPOSALS –INFORMATION NOT DIVULGED (RFP):**

In competitive sealed proposals, neither the number nor identity of Offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

#### **PROTEST-CPO – HCS ADDRESS (MODIFIED):**

Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing (a) by email to [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net), (b) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 260005, Conway, SC 29528-6005. [02-2B120-1]

#### **UNIT PRICES REQUIRED (JAN 2006):**

Unit price to be show for each item. . [02-2B170-1]

### **III. SCOPE OF WORK / SPECIFICATIONS:**

#### **INTRODUCTION:**

Horry County Schools (HCS) is a county-wide school system located along the Atlantic Coastline of northeastern South Carolina. The District encompasses 56 schools in the nine attendance areas of Myrtle Beach, Carolina Forest, Conway, Socastee, North Myrtle Beach, Loris, Aynor, Green Sea Floyds, and St. James. With over 45,000 students and more than 5,500 employees, Horry County Schools is the state's third largest school district and the county's largest employer.

The District is currently governed by a board of trustees, the Horry County Board of Education, consisting of members elected in single-member Districts with the Board Chairman elected countywide. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.

Currently security officer operations are comprised of the following assignment billets:

1. Security supervisors (2)

2. Armed security officers (48)
3. Unarmed security officers – full time (13)
4. Unarmed security officers – ½ time (7)

#### PURPOSE:

The purpose of this solicitation is to acquire security guard services as provided herein. The quality of these services shall conform to, or surpass, generally accepted industry practices. Services provided shall be provided in accordance with the South Carolina Code of Laws 1976, Title 40 - Professions and Occupations, Chapter 18 – Private Security and Investigation Agencies, as found at: <https://www.scstatehouse.gov/code/t40c018.php>

#### SCOPE OF WORK/ SPECIFICATIONS:

The contractor shall furnish all supervision, labor, materials, equipment, tools, supplies, incidentals, duties and services of every kind necessary for proper security officer services. The contractor shall pay all fees, provide all uniforms, incur all expenses and secure all permits and certifications necessary to complete the work in every respect to ensure all services are performed in a professional manner consistent industry practices and standards. All Security Officers assigned to HCS under the resulting contract shall be employees of the Contractor. The Contractor shall provide all wages, vacation/holiday pay, insurance, and taxes (including Social Security taxes, Federal and State unemployment insurance taxes, worker's compensation and other required taxes).

Security services are defined as prevention of loss of property or harm to personnel by monitoring for fire, theft, vandalism, and unauthorized persons conducting themselves in an unsafe manner.

#### CONTRACTOR'S RESPONSIBILITIES:

1. Contractor shall meet all of the requirements established by law for the operation of a private security business in the State of South Carolina and Horry County; shall possess a current license issued by the State of South Carolina and the South Carolina Law Enforcement Division (SLED); and shall maintain a business office in Horry County which is properly equipped and staffed to carry out all normal business functions; and shall establish any additional means as may be necessary to fulfill the terms and conditions of the written agreement. Contractor shall have established business in Horry County and have the ability to initiate response efforts within thirty minutes (30) during an emergency.
2. Security officers assigned to Horry County Schools shall meet or exceed the standards of competency, proficiency, character, and integrity required by law in accordance with the South Carolina Code of Laws 1976, Title 40 - Professions and Occupations, Chapter 18 – Private Security and Investigation Agencies, as found at: <https://www.scstatehouse.gov/code/t40c018.php>, as amended, and all persons employed shall be likewise registered by the South Carolina Law Enforcement Division. All security officers must have a current, valid, South Carolina Driver's License and may be required to operate a standard passenger vehicle as prescribed by the district.
3. Security officers assigned to Horry County Schools shall be licensed in the State of South Carolina to serve in that capacity and may only execute those duties which are specifically set forth in state law. Furthermore, although officers assigned to schools may be coincidentally licensed to bear firearms; unless specifically instructed to the contrary in writing by Horry County Schools. Any weapons, including those that are "less than lethal", must be approved by the Coordinator of School Safety and Security.
4. Security officers assigned to Horry County Schools shall be required to carry a current South Carolina Security Officer Registration Card, as prescribed by South Carolina law, at all times while on duty at Horry County Schools. The security officer shall be required to produce this card at any time, upon request, by designated management officials and/or any SLED agent. Horry County Schools shall retain the express right to request any security officer be removed from a school or location and replace any officer who does not have the required card in his/her possession. Contractor shall be obligated to do so at no additional expense to the district and with no interruption of security services.

5. At the district's discretion and convenience, a security officer may be removed if any issue pertaining to performance and attendance cannot be resolved.
6. Security officers assigned to Horry County Schools shall be bound by a code of conduct that strictly regulates the personal appearance, conduct, attitude, and behavior with students, visitors, faculty, and staff of Horry County Schools at all times. Additionally, security officers shall be bound by a code of professional ethics designed to protect both the trade secrets and public image of Horry County Schools. Such codes shall positively ensure that assigned security officers maintain a sharp, professional, courteous, competent, and authoritative manner without creating any unnecessary friction with students, faculty members, staff, and visitors. Furthermore, security officers working for the district are expected to follow district personnel policies that govern behavior and professional conduct.
7. All contractor employees will sign, and be subject to, a confidentiality agreement that relates to all aspects associated with information pertaining to HCS activities and operations.
8. Internal procedures shall be established to strictly control and regulate the replacement of worn, torn, ragged, or otherwise unserviceable uniform items and items of individual equipment on a repetitive and continuing basis as necessary to maintain the highest possible standards. Horry County Schools shall retain the express right to approve or disapprove all uniforms and equipment for security officers assigned to Horry County Schools and to request contractor to relieve and replace any security officer who does not meet the required standards at no expense to the district and with no interruption of security services.
9. Formal and detailed training records will be maintained on each security officer assigned to work in the district. Such records shall include training required by law for registration by SLED, all weapon qualifications training, and any specialized training the security officer has received. All such training records shall be made available to the district, at any time, upon request.
10. Shall provide, and bear the expense of achieving, and maintaining, all aspects associated with training and certifications required of the security officers and their supervisors.
11. In the event any proceedings in any court or in any administrative or arbitral tribunal (excluding proceeding in which contractor or contractor's personnel are involved as parties), that stem from events to which any of the contractor's personnel providing service to the district are required to testify, contractor shall, on district's instructions, make personnel available for pretrial or other preliminary in connection with such proceedings.
12. In the event, the contractor is advised by the district, or otherwise becomes aware of any violation of law committed or allegedly committed by any of the contractor's personnel furnished to the district, contractor shall bring such violation or alleged violation to the attention of the appropriate law enforcement authorities. Furthermore, the contractor shall fully cooperate in any requested investigation, and any resulting prosecution, if requested by the district or any law enforcement officer, the signing of a complaint, information or similar process, all without cost or expense to the district.
13. No security officers will execute any duties upon district property until they have met minimum standards of training and certification.
14. The Principal, or facility manager, at each district-owned location shall be regarded as the "site supervisor" for the location where security officers are assigned. However, the District Office has the ultimate authority to determine security officer duties and in no event, will an officer shall be excused from working contracted assignment hours.
15. Shall provide, and bear the expense of providing, all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies required to carry out all provisions of the contract.
16. Minimum employment requirements for security officers assigned to Horry County Schools:
  - A. Unarmed security officers must have a minimum of six months experience in security and/or law enforcement work.
  - B. Armed security officers will have the following experience and have separated from these professions in good standing.

- i. 10 years of military service.
    - ii. Retired law enforcement
    - iii. 10 years of service in law enforcement.
  - C. An individual exemption may be granted for professional experience criteria on a case by case basis.
- 17. The following are to be considered minimum training standards for security officers and their supervisors:
  - A. All security officers:
    - i. Primary basic (SLED certification standard)
    - ii. Primary plus (SLED certification standard)
    - iii. No less than 12 hours of in-service training provided the vendor on an annual basis.
    - iv. Any in-service training required by the district through the district's employee training portal via SafeSchools.
    - v. CPR and AED certification to include annual recertification.
    - vi. An appropriate level of self-defense training before being assigned to district locations.
    - vii. If there are additional training programs that the district is not aware of, security officers must be trained in these areas.
    - viii. A minimum of eight hours of on-the-job training is required prior to a security officer being assigned to a school. Training shall include all operational aspects associated with serving as a security officer and is exclusive of the training required by law. All such training shall be provided by the contractor and security officers shall receive pay for all such training. All cost associated with the initial and refresher training shall be paid by the contractor.
  - B. Armed security officers:
    - i. A course of study, no less than 4 hours, that teaches school safety and security measures to either sworn or non-sworn officers.
    - ii. 90% proficiency rate related to annual firearms qualifications that meets standards set forth by SLED.
    - iii. Crisis intervention and/or student behavioral de-escalation training that is renewed on an annual basis.
    - iv. Participate in armed intruder/active shooter training when it is offered by local law enforcement agencies.
  - C. Crosswalk security officers will be assigned in-service, or other training, to be determined by the vendor in a manner which best meets the mission needs of the assigned duties.
- 18. Shall pay all fees associated with registration, training and certification (SLED, FIRST AID, FIREARMS, ETC.) including employees portion, postage for administrative matters associated with the contract and all training fees for employees of the contractor that are assigned to the district.
- 19. Shall provide all necessary supervision to insure that all agreed terms and conditions of the written agreement are carried out. Such supervision shall include a designated "working supervisor" to insure prompt resolution of any problems which may arise. The designated working supervisor shall work regular hours as assigned by the district. Working Supervisor shall be provided transportation, gas and a mobile phone for use during duty hours for the district. The district nor the working supervisor shall be responsible for any payment for these services.
- 20. The working supervisor shall meet once a month, if necessary, with the Coordinator of School Safety and Security, or designee, for the purpose of discussing security operations provided by the contractor.
- 21. Shall be required to visit all locations for the purpose of familiarization with operational requirements of the job and to ensure contractual conditions are met. A failure to do so will not relieve the Contractor from any responsibilities contained in the contract.
- 22. Duty Hours and Attendance
  - A. Full time security officers shall be defined as those officers who work an eight-hour shift for each day that a school scheduled to be open for traditional academic activities. Furthermore, the following shall apply with respect to an officer's assignment to a school
  - B. The typical academic calendar is comprised of 180 instructional days, which equates to 1,440 hours for each school year.

- C. Armed security officers will serve a contract year of 182 days to accommodate the academic calendar as well as 2 days of on-site service at the schools prior to the beginning of each new school year. This equates to 1,456 hours for the contract year.
  - D. Unarmed security officers will serve a contract year of 180 days to accommodate the academic calendar.
  - E. Half-day unarmed security officers will serve a contract year of 180 days to accommodate the academic calendar. This equates to 720 hours for the contract year.
  - F. Security officer supervisors will serve a contract year of no less than 180 days and no more 240 days. This equates to 1,440 to 1920 hours for the contract year. The district will only be billed for actual hours worked.
  - G. All full time security officers are required to work 8 hours per day. This period of time will be mutually established between the site supervisor and site supervisor in a manner that ensures that campus-related safety and security objectives are met. If a consensus cannot be reached, the matter will be resolved between the contractor and the Office of Safety and Security
  - H. The exception to the 8 hour day pertains to security officers who serve as cross walk officers. Cross walk security officers are ½ day assignments consisting of 2 hours in the morning and 2 hours in the afternoon.
  - I. Horry County Schools does not pay for security officer lunch breaks. The existence of a lunch break is optional and independently addressed at each campus. If a lunch break is to be utilized, the parameters associated with the break shall be established in the same manner that the 8 hour shift is quantified.
  - J. Horry County Schools is not responsible for any compensation due to a security officer that extends beyond the typical 8-hour shift unless expressly authorized by the Coordinator of School Safety and Security or otherwise provided in the contract.
  - K. The contractor recognizes that pre-established academic days may have to be cancelled, or rescheduled, due to extraordinary circumstances (e.g. disasters, weather, etc.). The contractor will take the necessary steps to accommodate modified academic schedules at no additional costs to the district. Every attempt will be made to give timely notification to the contractor when it becomes evident that modification to the academic schedule will be necessary.
  - L. Should a position become vacant, a properly qualified officer will be promptly assigned until a suitable replacement is provided. The district will be billed at the straight time rate for the vacant position and no overtime shall be authorized.
  - M. Security officers are expected to remain alert and vigilant while executing their duties. Accordingly; at no time will a security officer have worked for more than 12 hours, within a 24 hours period, while assigned to a district facility.
23. Security officers assigned to the district must be in good physical health and shall have no physical disability that restricts or impairs performance of all duties and responsibilities normally expected of a security and law enforcement official.
24. Security supervisors must be provided, by the firm, mobile telephone service, data support as well as vehicle and gas to use in the administration of the duties required by the district. This shall not be an expense to the security supervisor or district.
25. Responsibilities and Duties of Security Officers assigned to Horry County Schools:
- A. Perform routine patrols in all visitor, faculty and student parking lots at intervals to be determined and mutually agreed upon with the site supervisor. Such patrols shall monitor student and faculty parking and ensure that vehicles are, in fact, properly parked in designated spaces. Such patrols shall include visual inspection of vehicles for enforcement of parking restrictions/prohibition in fire lanes, no parking zones, and/or handicapped parking spaces. Assigned security officers are prohibited from towing or ticketing vehicles that are illegally or improperly parked. If it becomes necessary to tow a vehicle from district property, that decision will be made by the site supervisor.
  - B. Security officers shall inspect installed fire extinguishers and emergency lighting units at least once each month and report any evidence of tampering or unserviceable equipment as prescribed by the Coordinator of School Safety and Security.
  - C. Security officers shall make foot patrols of the premises at intervals and to specific locations as prescribed by the site supervisor. Such patrols shall include visits to specified areas considered to be "high risk" areas. These patrols shall be at irregular intervals and via irregular routes. Such foot patrols shall include a physical check of

- all exterior doors and windows which can be opened. Any duty or situation which precludes any prescribed foot patrols not being performed will require fully justified substantiating remarks in the activities log to be maintained.
- D. Security officers shall be required to maintain a daily activity log in which all significant events/activities are recorded. These logs shall be maintained by the contractor for no less than one calendar year from the date a log entry was created. All active logs will be provided to the respective site supervisors, or the Coordinator of School Safety and Security upon request.
  - E. Assigned security officers shall be required to perform a full range of other security and law enforcement duties as deemed necessary to maintain law and order as well as to protect the lives and property of faculty members, administrative staff, students and visitors. Such duties shall include, but are not limited to the following activities: maintaining order and discipline, traffic control on district property, apprehension and detention of individuals for crimes of violence, breaking and entering, theft, willful destruction of district property, vandalism, possession, use and/or distribution of unlawful drugs, trespassing, and other unlawful acts. All such law enforcement activities shall be conducted in a discreet, professional and authoritative manner that causes as little disruption and individual friction as possible..
  - F. Security officers shall perform other functions as assigned and mutually agreed to by the district and contractor. Both parties are encouraged to communicate with each other to exchange recommendations which seek to enhance and promote a culture of safety and security within the district.
  - G. Security officers will immediately report any safety and security deficiencies, as well as known or suspected criminal activity to the security supervisor(s).
26. Responsible for providing two Supervisors as one of the components of the security officer contract. Minimum responsibilities of the Supervisors are as follows:
- A. Be on duty during the hours officers are working on district properties
  - B. Supervise security officers assigned to district properties.
  - C. Work in a security officer capacity when a regular security officer is not available
  - D. When necessary, meet with district administration to keep abreast of events and to work toward resolving any potential safety or operational issues.
  - E. Prepare any weekly or monthly reports for the contractor as required
  - F. Be available for emergencies during working hours
  - G. Contracted rate for this position shall be defined in hourly terms as defined in this document.
27. Occasionally, Horry County Schools may recognize a need to utilize supplemental security resources that may be identified during the contracted period. The need for these supplemental resources may be spontaneous and the contractor will make every reasonable effort to accommodate those requests that may be made with short notice. Supplemental security resources shall be performed at rates set forth in the schedule of fees included in the proposal. Furthermore, the need for supplemental security resources may be short or long term in nature and include, but are not limited to, the following security services:
- A. Crossing Guards:
    - i. Monitor traffic on school property, as deemed necessary by the site supervisor, and manage traffic patterns to ensure the orderly flow of pedestrians and vehicles while on school property.
    - ii. Stop vehicle traffic approaching designated crosswalks, on public roadways which are adjacent to school property, and directing and/or escorting pedestrians within the confines of the crosswalk.
    - iii. At no time will crossing guards engage in any activity that seeks to direct or manipulate traffic on the public roadway other than what may be reasonably anticipated to occur while stopping traffic for crossing pedestrians in an authorized crosswalk.
    - iv. Crossing officers must be provided the necessary equipment, by the contractor, to safely conduct crosswalk duties and traffic control.
    - v. Crossing officers will be assigned two 2 hours shifts during the course of a typical day. This equates to a total of 4 hours per day, or 720 hours per traditional school year.
  - B. Emergency Operations:
 

The contractor will, to the degree possible, provide officers to assist HCS in meeting its responsibilities during an emergency, declared or otherwise. Contracted billing rates and terms for providing this resource will apply unless otherwise mutually agreed to between HCS and the contractor.
  - C. Extracurricular Activities:

- i. Utilized to provide security for activities that occur outside of routine academic activities during a traditional school day (e.g. sporting events, assemblies, board meetings, etc.).
    - ii. Extracurricular activities may also involve district sponsored programs that occur during the summer break.
    - iii. Contractor may utilize security officers who are normally assigned to schools, however, any accrued overtime pay will be the responsibility of the contractor.
    - iv. Contracted rates for extracurricular activities shall be defined in hourly terms.
    - v. Hourly terms shall reflect whether or not the officer serves in an armed or unarmed capacity.
    - vi. If a supervisor works an extracurricular event, the bill rate will not exceed the rate applicable to an armed officer.
    - vii. Unless otherwise agreed to, the authorized HCS representative who requisitions extracurricular security forces, agrees to be obligated for no less than 4 hours of service.
    - viii. The authorized HCS representative, who requisitions extracurricular security forces, is responsible for any payment associated with the contracted service.
  - D. Roving security officers:
    - i. Utilized for providing security coverage which requires travel between 2 or more HCS facilities.
    - ii. Vehicles utilized for this service must be clearly marked as a security vehicle and must meet any state or federal requirements pertaining to the use of a security vehicle on public roadways.
    - iii. If different than campus-based security officers, armed or unarmed, the contracted rate for this service shall be defined in hourly terms, or mileage rates; or both.
    - iv. Any mileage billed will be commensurate with the current rate used by HCS to compensate district employee travel.
28. Special conditions and expectations pertaining to armed security officers (School Security Officers):
- A. All security officers authorized by Horry County Schools to execute their duties while armed shall be certified, or otherwise qualified, as provided by South Carolina law and/or SLED.
  - B. The contractor is responsible for ensuring that armed security officers have the appropriate level of proficiency regarding the use of firearms as well as properly trained in all aspects of firearms safety.
  - C. Additional armed security offices may be utilized per this contract on an as-needed basis.
  - D. The primary function of armed security is to provide protection for students, staff, and visitors at each assigned location.
  - E. Additionally, the security officer will stabilize and attempt to de-escalate emergencies until public safety agencies can respond and assume responsibility for managing the event.
  - F. All armed officers shall receive the necessary training set forth by SLED and/or Horry County Schools.
  - G. All armed security officers will maintain all qualification standards pertaining to armed security operations to include demonstrated proficient use of their weapons and exercise proper firearm safety at all times.
  - H. Armed security officers shall only carry those firearms that are owned and issued by the contractor. All firearms that are issued will be of the same manufacturer, model and be carried in a Level III holster for weapon retention purposes. Ammunition issued by the contractor will be universal and firearms shall be periodically inspected by qualified contractor supervisors.
  - I. All armed officer recruits shall receive appropriate training to work in a K-12 environment.
  - J. Security officers will not act as a disciplinarian and will refer all matters of this nature to the school's administration.
  - K. Security officers will maintain a positive and professional relationship with students, parents, and staff.
  - L. The contractor is encouraged to develop general, age appropriate, safety and security programs that the School Security Officers can deliver to campus administrators, staff, students and parents. Program material is to be vetted by the district office and/or building principals.
  - M. Security officers will participate in all facets related to emergency response models.
  - N. Security officers will cooperate with public safety agencies, of appropriate jurisdiction, and keep the school's administrator fully informed regarding these cooperative efforts.
  - O. In the event a school administrator develops concerns regarding the security officer's performance or activities, the principal shall promptly communicate these concerns to the contractor so a joint evaluation can be conducted. If the matter cannot be resolved at that level, the Coordinator of School Safety and Security is to be promptly notified.
  - P. The contractor will ensure that:

- i. A reserve force of no less than four armed officers will be pre-qualified and employed by the contractor for immediate deployment to prevent absences at the various sites. The cost for maintaining this reserve force will be the responsibility of the contractor.
  - ii. Campus assignment scheduling promotes close working relationships and familiarity with the security officer by school staff and other stakeholders.
  - iii. All assignments will be staffed each contracted day, independent of sickness or other unforeseen circumstances.
  - iv. Performance issues will be addressed promptly up to, and including, permanent reassignment of another security officer if necessary.
  - v. All security company employees will exercise complete confidentiality with respect to all campus activities and/or student behaviors or other information protected under The Family Educational Rights and Privacy Act (FERPA) or other privacy issues.
29. Billing from the contractor, to the district, shall be executed in a manner that facilitates efficiency, accountability, and convenience for the district.
- A. Invoices shall be formatted in a consistent manner.
  - B. Invoices pertaining to security services on HCS campuses, pertaining to the academic calendar and contracted annual hours, shall be submitted to the District Office.
  - C. Extra duty requested by the District Office will be submitted to the District Office. Examples of this type of duty includes summer school and bus lot duty.
  - D. Security services for extracurricular activities shall be submitted to the authorized HCS representative, who requested security services. Examples of this type of duty includes sporting events, campus performances and meetings arranged by the campus administrator.
  - E. All invoices shall be submitted in a timely manner. The district is not responsible for paying any invoices that are submitted more than 60 days from the date the security service activities.
30. Shall provide a 24-hour contact number to the Coordinator of School Safety and Security as well as contact information for all contractor personnel who have supervisory responsibilities over the security officers who serve Horry County Schools.

#### IV. INFORMATION FOR OFFERORS TO SUBMIT:

##### INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION:

In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

Offerors must submit proposals that are complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of this solicitation, the Procurement Officer in his/her sole discretion will determine whether the variance is significant enough to consider the proposal non-responsive and therefore not considered for award. In order for the District to consider your proposal, offerors must submit, at a minimum, the following information in its Technical Proposal:

You shall submit a **Technical Proposal** and a **Price Proposal** of your offer in separate and distinct documents. Both documents must be uploaded as part of your online submission. **In addition to your original offer, you are STRONGLY ENCOURAGED to submit a redacted copy of the Technical Proposal. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [Reference 04-4030-2]**

##### Instructions for Technical Proposal

Pricing information shall **NOT** be provided in the Technical Proposal in any manner and under any circumstances.

All proposals must include the following requested information. Each Offeror should restate each of the items listed below and provide its response to that item immediately thereafter. The Technical Proposal shall be arranged in the following order:

### Section 1– CORPORATE OVERVIEW/EXECUTIVE SUMMARY

- a. Cover Page of this solicitation – Page 1 of Offeror's proposal
- b. Page Two of this solicitation – Page 2 of Offeror's proposal
- c. Company Profile – Submit a brief narrative that introduces your company. Include the total number of employees, the number of years you have been in business, and resumes of key personnel who would be involved in this project, identifying their role and demonstrating their qualifications and expertise.
- d. Executive Summary – A one- or two-page executive summary to briefly describe your proposal, highlighting the major features. The reader should be able to determine the essence of the proposal by reading the executive summary. This executive summary should also include a statement indicating that the key staff and management staff proposed for the service will be those actually assigned. The key employees will remain affiliated with the required service full time throughout the term of the Contract as long as the Contractor employs them. The Contractor agrees to replace the key employees that leave the Contractor's employment with persons of equal or better qualifications. Such replacements must be approved by HCS.

### Section 2– TECHNICAL PROPOSAL

- a. Affirm that your Offer complies with all requirements of this solicitation and respond to each requirement outlined in *Part III. Scope of Work/Specifications* contained in this solicitation, point-by-point. Each response should clearly indicate whether your proposal meets or exceeds these minimum requirements, as appropriate. Offerors should explain in detail, the method(s) used to meet or exceed each requirement. It is very important to state the requirement and then respond below it.
- b. Provide evidence that each security officer assigned to perform services under this contract meets: The Armed Security Guard(s) license/registration requirements in accordance with Title 40, Chapter 18 of the SC Code of Laws 1976 – Private Detective and Private Security Agencies Act, and the SC State Law Enforcement Division (SLED).
- c. Provide a projected schedule for your in-house training program which details training activities, and updates and/or refresher training for officers.
- d. Provide standard procedures for metal-detector use by security officers.
- e. Identify the key personnel available to work on this contract, indicating the years of experience each employee has as it relates to this type of service.
- f. Provide details on how you will ensure all security officers assigned shall be bound by a code of conduct and by a code of professional ethics as described in Section III under Contractors' responsibilities (6).
- g. Identify the location of your business office, your corporate location, and if your organization is locally owned and operated
- h. Provide technical information/staffing plan that addresses how offeror proposes to accomplish the services included in the specifications. Each response should clearly indicate whether your proposal meets or exceeds these minimum requirements, as appropriate. Offerors should explain in detail, the method(s) used to meet or exceed each requirement

### Section 4 - EXPERIENCE AND QUALIFICATIONS

- a. Affirm that your organization meets the Special Standards of Responsibility outlined in *Part V. Qualifications* in this solicitation.
- b. Affirm that your organization meets the Training Standards as outlined in *Part III. Scope of Work/Specifications* in this solicitation.
- c. Provide a detailed description of the qualifications of personnel, including any affiliations or applicable certifications.
- d. Provide a listing of at least three (3) clients for whom you have performed work in the last two (2) years. Include the name of a contact person, their title, address, telephone number, and e-mail address. (IX. Attachments to Solicitation - Vendor Profile & Questionnaire)
- e. Provide details on past experience with contracts of a similar size and scope to this contract. This is NOT a list of references, but a brief and general history providing adequate information to establish that you meet or exceed the service requirements of the solicitation.
- f. Provide (3) three letters of recommendation for similar services conducted in South Carolina or other states.

**Section 5 – ATTACHMENTS:** Include any additional attachments to your proposal.

#### **Instructions for Price Proposal :**

Price Proposal information **shall not** be provided in the Technical Proposal under any circumstances. In addition to information requested elsewhere in this solicitation, the Price Proposal must be clearly identified and must include a copy of Page 1 of this solicitation. **The Price Proposal shall be submitted as a separate document.** See *Section VIII – Bidding Schedule/Price-Business Proposal*. [04-4005-1]

#### **➤ BUSINESS PROPOSAL**

Complete the **VII.BUSINESS COST PRICE PROPOSAL** (see **SECTION VIII**)

#### **INFORMATION FOR OFFERORS TO SUBMIT – GENERAL:**

Offeror shall submit a signed Cover Page and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-2]

#### **SUBMITTING REDACTED OFFERS (MODIFIED):**

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on a CDThumb/Flash Drive. Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. Redacted copy must be readily accessible to copy or print by HSC.

Redacted copy must be accessible for reproduction and distribution by HCS upon request under the Freedom of Information Act. If your offer does not contain "Confidential Information", no redacted copy is required. Indicate this on the cover page 1 by placing your initials in the section provided.

#### OFFSHORE CONTRACTING:

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

- (a) What type of work is being contracted offshore? \_\_\_\_\_
- (b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_
- (c) What percentage (%) of the total value of the contract is being contracted offshore? \_\_\_\_\_
- (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award. [04-4020-1]

#### RECYCLED PRODUCT:

Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research

Yes \_\_\_\_\_ No \_\_\_\_\_ (Items: \_\_\_\_\_) [04-4025-1]

If the above applies to more than one item, please indicate above.

#### V. QUALIFICATIONS:

##### QUALIFICATION OF OFFEROR (MAR 2015):

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

- 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 and each security officer performing services pursuant to this solicitation, shall be licensed and registered in accordance to Title 40, Chapter 18 of the SC Code of Laws 1976 – Private Detective and Private Security Agencies Act, and the SC State Law Enforcement Division (SLED), and cannot have been cited in the past ten (10) years for being in violation of the SC Code of Laws.

##### QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

## **SUBCONTRACTOR – IDENTIFICATION:**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “District information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-2]

## **VI. AWARD CRITERIA:**

### **AWARD CRITERIA – PROPOSALS (RFP):**

Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### **AWARD TO ONE OFFEROR:**

Award will be made to one Offeror. [06-6040-1]

### **COMPETITION FROM PUBLIC ENTITIES:**

If a South Carolina governmental entity submits an offer, the Procurement Specialist will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004) [06-6057-1]

### **DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (RFP):**

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so

long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

#### **EVALUATION FACTORS – PROPOSALS:**

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

<b>EVALUATION FACTORS</b>	<b>Maximum Points</b>
<b>TECHNICAL PROPOSAL</b>	0-40
<b>EXPERIENCE AND QUALIFICATIONS</b>	0-40
<b>BUSINESS PROPOSAL-</b> To be submitted in a separate pdf file ( <b>VIII. Price-Business Proposal</b> ) Business Proposal points for each proposal will be added to each evaluator's scoring by the Procurement Officer once the scoring for the other criteria has been finalized. The overall lowest fee will be assigned the highest maximum points and the remainder of the proposed fees will be assigned lesser points in proportion to the lowest fees based on a mathematical formula. Proposed costs shall be stated as required in this solicitation.	0-20

#### **RESPONSIVENESS:**

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

#### **UNIT PRICE GOVERNS:**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

#### **VII. TERMS AND CONDITIONS – A. GENERAL:**

##### **ASSIGNMENT, NOVATION AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Specialist. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Specialist with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends,

modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Specialist prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law. [07-7A004-2]

#### **AFFIRMATIVE ACTION:**

During the term of the contract, contractors will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

#### **BANKRUPTCY:**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Horry County Schools. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all HCS contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by HCS upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

#### **CHOICE-OF-LAW :**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

#### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Specialist, (2) the solicitation, as amended, , (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting HCS' final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation (i) a purchase order or other instrument submitted by HCS or (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by HCS. Any document signed or otherwise agreed to by persons other than the Chief Procurement Officer shall be void and of no effect. [07-7A015-2]

#### **CONTRACT VIOLATION:**

During the term of the contract, contractors who violate this contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations, include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

#### **DISCOUNT FOR PROMPT PAYMENT:**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an

alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided HCS annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

#### **DISPUTES :**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Florence County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

#### **EQUAL OPPORTUNITY:**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

#### **FALSE CLAIMS:**

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

#### **FIXED PRICING REQUIRED:**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

#### **NO INDEMNITY OR DEFENSE:**

Any term or condition is void to the extent it requires HCS to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

#### **NOTICE:**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified on Cover Page. Notice to HCS shall be to the Procurement Specialist's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. **[07-7A050-1]**

#### **OPEN TRADE (JUN 2015):**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. **[07-7A053-1]**

#### **PAYMENT & INTEREST:**

HCS shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by HCS. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, HCS shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to HCS shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law equitable and statutory rights of set-off. **[07-7A055-3]**

#### **PAYMENT WITH 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 per individual line item
- Price and quantity of property or service actually delivered or executed.
- Shipping and payment terms.
- 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.

Invoices shall be provided to Horry County Schools at the address below. An itemized invoice shall be provided even if payment is made with a District purchase card.

Horry County Schools  
Attn: Accounts Payable  
PO Box 260005  
Conway, SC 29528

Email: [accountspayable@horrycountyschools.net](mailto:accountspayable@horrycountyschools.net)

During the term of the contract, if the District identifies items that have been overcharged, the contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the HCS's may result in the contract being terminated.

#### **PUBLICITY:**

Contractor shall not publish any comments or quotes HCS employees, or include HCS in either news releases or a published list of customers, without the prior written approval of the Procurement Specialist. [07-7A060-1]

#### **PURCHASE ORDERS:**

CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM HORRY COUNTY SCHOOLS. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

#### **RECORDS RETENTION AND RIGHT TO AUDIT:**

Horry County Schools has the right to audit the books and records of the vendors they pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

#### **SURVIVAL OF OBLIGATIONS:**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

#### **TAXES:**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by HCS, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by HCS. It shall be solely HCS' obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by HCS to contractor, contractor shall be liable to HCS for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a

subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

### **THIRD PARTY BENEFICIARY:**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

### **WAIVER:**

The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Specialist has actual authority to waive any of HCS' rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS – B. SPECIAL:**

### **BANKRUPTCY – DISTRICT INFORMATION:**

- (a) All District information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the District, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, District information in its possession and/or under its control will not be considered property of its bankruptcy estate.
- (b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the District, before such filing, all District information that is in Contractor's possession in a format that can be readily utilized by the District.
- (c) In order to protect the integrity and availability of District information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information. [07-7B007-1]

### **CHANGES:**

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Specialist may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
  - (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for HCS in accordance therewith;
  - (b) Method of shipment or packing;
  - (c) Place of delivery;
  - (d) Description of services to be performed;
  - (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
  - (f) Place of performance of the services.
  - (g) Product upgrades and new products that are offered by manufacturer.
 Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause

of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Specialist in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1 Revised 2017 06]

#### **CISG:**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

#### **COMPLIANCE WITH LAWS:**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

#### **CONFERENCE – PRE-PERFORMANCE:**

Unless waived by the Procurement Specialist, a pre-performance conference between the contractor, district and Procurement Specialist shall be held at a location selected by the district within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

#### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE–SOFTWARE LICENSING–SINGLE AGENCY:**

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements–Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. [07-7B042-1]

#### **CONTRACT LIMITATIONS:**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

#### **CONTRACTOR'S LIABILITY INSURANCE – GENERAL (MODIFIED):**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Horry County Schools, and the officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District if requested with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

#### **CONTRACTOR PERSONNEL:**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

#### **CONTRACTOR PERSONNEL - OBLIGATION:**

Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

#### **CONTRACTOR'S OBLIGATION – GENERAL:**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

#### **CONTRACTOR'S USE OF DISTRICT PROPERTY:**

Upon termination of the contract for any reason, HCS shall have the right, upon demand, to obtain access to, and possession of, all HCS properties, including, but not limited to, current copies of all HCS application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by HCS without the HCS' written consent, except to the extent necessary to carry out the work. [07-7B067-1]

#### **DEFAULT:**

(a)(1) HCS may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-(i) Deliver the supplies or to perform the services within the time specified

in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Specialist) after receipt of the notice from the Procurement Specialist specifying the failure.

(b) If HCS terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Specialist considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, HCS may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Specialist, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Specialist, the Contractor shall also protect and preserve property in its possession in which HCS has an interest.

(f) HCS shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Specialist shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Specialist shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. HCS may withhold from these amounts any sum the Procurement Specialist determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HCS, be the same as if the termination had been issued for the convenience of HCS. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of HCS, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of HCS in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

#### **DISPOSAL OF PACKAGING:**

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

#### **ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES:**

The District may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

#### **ESTIMATED QUANTITY - UNKNOWN:**

The total quantity of purchases of any individual item on the contract is not known. HCS does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

#### **ILLEGAL IMMIGRATION:**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or

(b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### **INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL:**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Horry County Schools, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees. [07-7B100-2]

#### **LICENSES AND PERMITS:**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the state, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

#### **MATERIAL AND WORKMANSHIP:**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

**OFFSHORE CONTRACTING PROHIBITED:**

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

**OWNERSHIP OF DATA & MATERIALS:**

All data, material and documentation either prepared for HCS pursuant to this contract shall belong exclusively to HCS. [07-7B125-1]

**PRICE ADJUSTMENTS:**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Specialist of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Specialist in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Specialist, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

**PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY:**

Upon approval of the Procurement Specialist, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Specialist at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Specialist no later than fifteen (15) days after the Procurement Specialist sends contractor notice rejecting the requested price increase. [07-7B165-1]

**PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”:**

Upon request and adequate justification, the Procurement Specialist may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Specialist. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov). [07-7B170-1]

**PRICING DATA -- AUDIT – INSPECTION:**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Specialist's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Specialist. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

#### **PURCHASING CARD:**

Contractor agrees to accept payment by the Horry County Schools Purchasing Card for no extra charge. The Purchasing Card is issued by Master Card. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

#### **RELATIONSHIP OF THE PARTIES:**

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

#### **RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES:**

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the Procurement Specialist. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Specialist) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

#### **SHIPPING / RISK OF LOSS:**

F.O.B. Destination. Destination is the shipping dock of HCS' designated receiving site, or other location, as specified herein. (See Delivery clause). [07-7B220-1]

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

**TERM OF CONTRACT – OPTION TO RENEW:**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the district elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR:**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS:**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

**TERMINATION FOR CONVENIENCE:**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Specialist: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

#### **WARRANTY – ONE YEAR:**

Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL:**

Name of Offeror as identified on the cover page: \_\_\_\_\_  
(Full legal name of business submitting the offer)

Authorized Signature: \_\_\_\_\_  
(Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

**PRICE-BUSINESS PROPOSAL (RFP):** Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Include this Price-Business Proposal in separate document file from your technical proposal in in the original copy of your offer.

Security Officer Service. **Submit with your offer the Attachment A - EXCEL SPREADHSEET**

## IX. ATTACHMENTS TO SOLICITATION –

The following documents are attached to this solicitation:

- Nonresident Taxpayer Registration Affidavit Income Tax Withholding
- HCS Schools and Facilities Listing
- Vendor Profile & Questionnaire
- Critical Paragraphs
- Suspension & Debarment Certification
- Statement of Confidentiality and Non-disclosure
- Vendor Application
- Excel Price Proposal
- Offeror's Checklist

### Instructions for Non-Resident Taxpayer Registration

#### **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**

#### **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY (JAN 2016)**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420. [https://dor.sc.gov/forms-site/Forms/I312\\_05182015.pdf](https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf)

[09-9005-3]

## IX. ATTACHMENTS TO SOLICITATION – Horry County Schools &amp; Facility Listing

No.	School	Acronym	Address	City
1	Academy for Arts, Science & Technology	AAST	895 International Drive	Myrtle Beach
2	Academy for Technology & Arts	ATA	5639 Highway 701 North	conway
3	Aynor Elementary	AES	516 Jordanville Road	Aynor
4	Aynor High	AHS	201 Jordanville Road	Aynor
5	Aynor Middle	AMS	400 Frye Road	Galivants Ferry
6	Black Water Middle	BWM	900 East Cox Ferry Road	Conway
7	Burgess Elementary	BES	9645 Scipio Lane	Myrtle Beach
8	Carolina Forest Elementary	CFE	285 Carolina Forest Blvd	Myrtle Beach
9	Carolina Forest High	CFHS	700 Gardner Lacy Road	Myrtle Beach
10	Conway Education Center	CEC	1620 Sherwood Drive	Conway
11	Conway Elementary	CES	1101 Snowhill Drive	Conway
12	Conway High	CHS	2301 Church Street	Conway
13	Conway Middle	CMS	1104 Elm Street	Conway
14	Daisy Elementary	DES	2801 Red Bluff Road	Loris
15	District Office	DO	335 Four Mile Road	Conway
16	Early College	EC	2050 Highway 501, HGTC	Conway
17	Facilities/Maintenance Building	FAC	1160 East Highway 501	Conway
18	Forestbrook Elementary	FBE	4000 Panthers Parkway	Myrtle Beach
19	Forestbrook Middle	FBM	4430 Gator Lane	Myrtle Beach
20	Green Sea Floyds Elementary	GSFE	5000 Tulip Grove rRoad	Green Sea
21	Green Sea Floyds High	GSFH	4990 Tulip Grove Road	Green Sea
22	Homewood Elementary	HES	108 North Clemson Circle	Conway
23	Horry County Education Center	HCEC	2694 Highway 905	Conway
24	Kingston Elementary	KES	4580 Highway 472	Conway
25	Lakewood Elementary	LWE	1675 Highway 396	Myrtle Beach
26	Loris Elementary	LES	901 Highway 9 (Business) East	Loris
27	Loris High	LHS	301 Loris Lions Road	Loris
28	Loris Middle	LMS	5209 Highway 66	Loris
29	Midland Elementary	MES	3011 Nichols Highway	Galivants Ferry
30	Myrtle Beach Elementary	MBE	950 Seahawk Way	Myrtle Beach
31	Myrtle Beach High	MBHS	3302 Robert Grissom Parkway	Myrtle Beach
32	Myrtle Beach Intermediate	MBI	3301 oak street	Myrtle Beach
33	Myrtle Beach Middle	MBM	3101 north oak street	Myrtle Beach
34	Myrtle Beach Early Childhood	MBEC	612 29th Avenue North	Myrtle Beach
35	Myrtle Beach Primary	MBP	620 29th Avenue North	Myrtle Beach

36	North Myrtle Beach High	NMBH	2750 Sea Mountain Highway	Little River
37	North Myrtle Beach Middle	NMBM	11240 Highway 90	Little River
38	Ocean Bay Elementary	OBE	950 International Drive	Myrtle Beach
39	Ocean Bay Middle	OBM	905 International Drive	Myrtle Beach
40	Ocean Drive Elementary	ODE	901 11th Avenue North	North Myrtle Beach
41	Palmetto Bays Elementary	PBE	8900 Highway 544	Myrtle Beach
42	Pee Dee Elementary	PDE	6555 Highway 134	Conway
43	Playcard Environmental	PC	Highway 19 West	Loris
44	Records Building	REC	2207 Church Street	Conway
45	River Oaks Elementary	ROE	700 Augusta Plantation Drive	Myrtle Beach
46	Riverside Elementary	RES	1283 Highway 57 South	Little River
47	Scholars Academy	SA	104 Chanticleer Drive, East; CCU	Conway
48	Seaside Elementary	SSE	1605 Woodland Drive	Garden City
49	Socastee Elementary	SES	151 Sheffield Parkway	Myrtle Beach
50	Socastee Annex	SX	4950 Socastee Blvd	Myrtle Beach
51	Socastee High	SHS	4900 Socastee Blvd	Myrtle Beach
52	Socastee Middle	SMS	151 Esso Road	Myrtle Beach
53	South Conway Elementary	SCE	3001 Fourth Avenue	Conway
54	St. James Elementary	SJE	9711 St. James Road	Myrtle Beach
55	St. James High	SJHS	10800 Highway 707	Murrells Inlet
56	St. James Intermediate	SJI	9641 Scipio Lane	Myrtle Beach
57	St. James Middle	SJM	9775 St. James Road	Myrtle Beach
58	Ten Oaks Middle	TOM	150 Revolutionary War Way	Myrtle Beach
59	Waccamaw Elementary	WES	251 Claridy Road	Conway
60	Waterway Elementary	WWE	700 Sandridge Road	Little River
61	Whittemore Park Middle	WPM	1808 Rhue Street	Conway

## IX. ATTACHMENTS TO SOLICITATION – VENDOR PROFILE & QUESTIONNAIRE

*The Offeror must complete this profile & questionnaire which may be used in the evaluation process to help determine if an Offeror is responsible.*

Vendor Name	
Years in business under this name	
Current licenses:	

### REFERENCE #1

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Date/Duration of Services Relationship			
Description of Services:			

### REFERENCE #2

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Date/Duration of Services Relationship			
Description of Services:			

### REFERENCE #3

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Date/Duration of Services Relationship			
Description of Services:			

## IX. ATTACHMENTS TO SOLICITATION – CRITICAL PARAGRAPHS

*Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply to the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."*

- 1) \_\_\_\_ This RFP does not commit HCS to any Offeror who responds to this RFP. HCS is not liable for any costs incurred by an Offeror in responding to this RFP. There is no guarantee of any Offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2) \_\_\_\_ Any and all news releases or publicity pertaining to any phase of this RFP will be the responsibility of HCS.
- 3) \_\_\_\_ It is the responsibility of Offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the HCS website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so may cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4) \_\_\_\_ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 5) \_\_\_\_ HCS reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. HCS reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous the District.
- 6) \_\_\_\_ Offeror understands that this solicitation might require approval from the HCS Board of Education.

By signing and submitting this form, the Offeror is providing the certification set out above.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

## IX. ATTACHMENTS TO SOLICITATION – SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the Offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the Offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the Offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective Offeror has knowingly rendered an erroneous certification, HCS may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective Offeror shall provide immediate written notice to the HCS Office of Procurement Services if at any time the prospective Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective Offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective Offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction

By signing and submitting this form, the Offeror is providing the certification set out above.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

**IX. ATTACHMENTS TO SOLICITATION – STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE****STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE**

Any non-public information made available to the offeror by Horry County Schools in relation to this RFP shall be used only for those purposes outlined in the RFP document and shall not be used in any other way without the written permission of the District.

If the Offeror is uncertain about the proposed use of information provided in relation to this RFP, the Offeror shall consult with the HCS RFP contact person as identified in the RFP document for clarification.

The Offeror agrees to assume full responsibility for protecting the confidentiality of HCS records that are not public information. Such information may include, but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

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Offeror Company Name

---

Authorized Company Representative (Signature)

---

Date

## Procurement Office Use Only

VENODR ID #

INITIALS

DATE

## HORRY COUNTY SCHOOL DISTRICT VENDOR APPLICATION FORM

BUSINESS FULL LEGAL NAME &amp; ADDRESS:

REMITTANCE ADDRESS (Attach a blank copy of your invoice.):

 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 TOLL: \_\_\_\_\_ CELL: \_\_\_\_\_

 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 TOLL: \_\_\_\_\_ CELL: \_\_\_\_\_

→ WEBSITE ADDRESS: \_\_\_\_\_

→ EMAIL ADDRESS FOR ELECTRONIC PURCHASE ORDER TRANSMITTALS TO BE EMAILED: \_\_\_\_\_

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER/PRESIDENT: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

→ EMAIL ADDRESS FOR OWNER / PRESIDENT: \_\_\_\_\_

PARTNER : \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SALES REPRESENTATIVE: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

→ EMAIL ADDRESS FOR MAIN SALES CONTACT: \_\_\_\_\_

## INFORMATION ABOUT TYPE OF BUSINESS:

 TYPE: ☐ Attorney ☐ Partnership (LLP)  
 (Check all that apply) ☐ Construction (Inc.) ☐ Partnership (not Inc.)  
☐ Construction (not Inc.) ☐ Research & Dev  
☐ Corporation (Inc.) ☐ Sales & Service  
☐ Distributor / Dealer ☐ Sales (only)  
☐ Governmental ☐ Service Provider  
☐ Individual ☐ Small Business  
☐ Manufacturer ☐ Wholesaler / Retailer  
☐ Medical Services ☐ Other \_\_\_\_\_

Are you subject to IRS 1099 reporting for income tax purposes?

☐ Yes ☐ No ☐ I don't know
STATUS: ☐ Minority Owned \* ☐ Woman Owned

\*Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

SC Certification #: \_\_\_\_\_

## INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

☐ Books & Similar Materials ☐ Furniture  
☐ Computer Hdw / Software ☐ Landscaping / Lawn Maint.  
☐ Construction (Specify Below) ☐ Printing  
   [ Electrical ☐ Rentals (specify)  
   [ Masonry ☐ Repairs(specify)  
   [ Mechanical / HVAC ☐ Services (specify)  
   [ Painting  
   [ Plumbing ☐ Supplies (specify)  
   [ Roofing  
   [ Other (specify)  
☐ Equipment ☐ Telecommunications  
☐ Food Products ☐ Vehicles / Trucks  
☐ Other (specify) \_\_\_\_\_

## IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and \$50 penalty. \*\* This serves as a substitute Federal W-9\*\*

→For individuals, enter social security number (SSN): \_\_\_\_\_

→For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN): \_\_\_\_\_

→For partnerships, corporations or others, enter FEIN: \_\_\_\_\_

→For verification of sales tax collection authority, enter State of SC Sales Tax License Number: \_\_\_\_\_

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Horry County Schools.

Authorized Signatory \_\_\_\_\_

Print Name &amp; Title \_\_\_\_\_

Date Completed \_\_\_\_\_

## OFFEROR'S CHECKLIST

### ***AVOID COMMON BID/PROPOSAL MISTAKES***

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS! Horry County Schools will not recognize or sign alternate or substitute contracts. The terms and conditions stated in this solicitation becomes the contract after award.
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION.
  - **DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!**
  - **DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help Offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your response.

[09-9010-1]

### END OF SOLICITATION