	Fort Mill School District Request for Proposal	Solicitation Number: 21-017
		Date Issued: May 5, 2022
		Procurement Specialist: Karen Taylor
		Phone: 803-548-2527
		E-Mail Address: taylorku@fortmillschools.org
		Mailing Address: 2233 Deerfield Dr Fort Mill, SC 29715

DESCRIPTION: Emergency Responder Radio Coverage Systems (ERRCS)

Your offer may be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

TO THE FOLLOWING ADDRESS:	
MAILING ADDRESS: Fort Mill School District 2233 Deerfield Drive Fort Mill, SC 29715	PHYSICAL ADDRESS: Fort Mill School District 2233 Deerfield Drive Fort Mill, SC 29715

QUESTIONS MUST BE RECEIVED BY: May 24, 2022@ 10:00 a.m. SUBMIT (See "Questions From Offerors" provision)

OFFER BY (Opening Date/Time): June 8, 2022@ 10:00 a.m. (See "Deadline for Submission of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and Nine (6) Copies (clearly marked)

CONFERENCE TYPE: Mandatory Conference & Site Visits DATE&TIME: May 17, 2022 @ 9:00 a.m. <small>(As appropriate, see "Conferences -Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Fort Mill Schools Admin Office 2233 Deerfield Drive Fort Mill, SC 29715
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AWARD & AMENDMENTS	Award will be posted on or around June 30, 2022. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.fortmillschools.org/departments/procurement
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>		TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS 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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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Minority Participation: Are you a SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, SC Certification # _____ Are you a Non SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No	
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End of Page Two

**KEY DATES FOR RFP
(Subject to Change)**

Issue RFP	May 5, 2022
Mandatory Pre-Proposal Conference & Site Visits:	May 17, 2022 @ 9:00 AM
Deadline for Written Questions:	May 24, 2022 @ 10:00 AM
Responses to Questions Released: Note: QUIET PERIOD - No communication Between perspective offerors & District Personnel including School Board Members	May 27, 2022 @ 10:00 AM
RFPDue:	June 8, 2022 @ 10:00 AM
RFP Panel Review & Ranking:	June 13, 2022 @ 10:00 AM
Intent to Award Issued:	June 16, 2022
Award is Final	June 30, 2022

I. SCOPE OF SOLICITATION

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

Fort Mill School District is soliciting proposals for Emergency Responder Radio Coverage Systems (ERRCS). Sealed proposals shall be received in accordance with this Request for Proposal (RFP) and supplementary information provided in this proposal instruction.

The purpose of MANDATORY the conference proposers will be a conference to discuss will be the held as specifications specified and on to the visit cover the sheet Facilities. **Proposers who do not attend the MANDATORY proposer's conference will not have their submissions accepted.**

Questions pertaining to the terms and specifications should be directed to me via e-mail taylorku@fortmillschools.org.

At 10:00 a.m. on the due date stated on page one, the Purchasing Official will call time, no information will be revealed at this time.

Fort Mill School District is in a building program. As funds are available to outfit existing schools and when new facilities are added the District will negotiate directly with the awarded vendor to extend services to these sites.

II. INSTRUCTIONS TO OFFERORS -A. General Instructions

**DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED -DEC 2015)
CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, 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.

AUTHORITY means the School Board or its successor in interest.

BOARD means Fort Mill School District Board of Trustees.

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

BUYER means the Procurement Specialist/Procurement Officer or his/her designee.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

DISTRICT means Fort Mill School District (FMSD)

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 SPECIALIST/PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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 the District.

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.

AMENDMENTS TO SOLICITATION (MODIFIED - JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments:
<http://www.fortmillschools.org/departments/procurement/>. Click "Current Bids and RFPs," then click the appropriate Bid listing. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date in the space provided for this purpose on Page Two or (2) 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.

AUTHORIZED AGENT (MODIFIED – FEB 2015): All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

AWARD NOTIFICATION (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date 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 one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (MODIFIED – JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. 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 District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH and DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

AUTHORITY AS PROCUREMENT AGENT (MODIFIED – DEC 2015): The Procurement Officer is an employee of the District acting on behalf of the District pursuant to Fort Mill School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): 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 the 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MODIFIED - JAN 2004):

- (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 Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror 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 the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (MODIFIED – JAN 2006): The Fort Mill School District Procurement Code is available at:

http://www.fortmillschools.org/departments/procurement/procurement_code/

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MODIFIED - FEB 2015): 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, the District 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 that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER (MODIFIED – JAN 2004): Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room which services the purchasing office prior to the bid opening

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004): 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.

DUTY TO INQUIRE (MODIFIED – FEB 2015): 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."

ETHICS CERTIFICATE (MODIFIED - 2008): 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 statute requires 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 officials; 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 8-13-755, prohibiting public official with economic interest 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 officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE (MODIFIED – JAN 2004): Do not include any sales or use taxes in your price that the District may be required to pay.

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.

PROTESTS (MODIFIED – JUN 2006): 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 ten 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 appropriate Procurement Officer within the time provided. (Article 17-4210 of Fort Mill School District Procurement Code)

PROHIBITED COMMUNICATIONS AND DONATIONS (MODIFIED - FEB 2015): 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 the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [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 (JAN 2004): Offers will be accepted at the date/time and at the location identified in these documents. No information will be divulged at this time.

QUESTIONS FROM OFFERORS (MODIFIED – FEB 2015): (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 Officer 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 Officer, 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) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- 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.

All questions shall be in writing and submitted to the Procurement Officer via Email or Mail. Please send questions to:

Mailing Address: Fort Mill School District
Karen Taylor, Procurement Specialist
2233 Deerfield Drive Fort Mill, SC 29715

Email: taylorku@fortmillschools.org

REJECTION/CANCELLATION (MODIFIED – JAN 2004): The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. (Article 5-1710 of Fort Mill School District Procurement Code)

RESPONSIVENESS/IMPROPER OFFERS (MODIFIED – 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 Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The District 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).

SIGNING YOUR OFFER (JAN 2004): 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 venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISTRICT OFFICE CLOSINGS (MODIFIED – JAN 2004): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED - FEB 2015):

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard

to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by 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, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its agencies, 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 the District or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015): _When submitting a paper offer or modification the following instructions apply. (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face

thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): 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.

VENDOR REGISTRATION (MODIFIED – JAN 2006): We encourage you to register with Fort Mill School District when you retrieve our Bid Documents. Our registration system is powered by Vendor Registry. To register, visit our website at <http://www.fortmillschools.org/>, select "Departments," select "Procurement," and select "Vendor Registration." There is no cost for you to register with Fort Mill Schools. Please note that if you would like to receive notifications of solicitations, awards, or amendments for our solicitations, you will need to register your business with Vendor Registry. If you do not register, it will be your responsibility to check our website for updates, amendments, and awards of our solicitations.

WITHDRAWAL OR CORRECTION OF OFFER (MODIFIED – JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by Article 5-1520 of Fort Mill School District Procurement Code.

II. INSTRUCTIONS TO OFFERORS -- B. Special Instructions

AUTHORITY APPROVAL REQUIRED (MODIFIED - DEC 2015): Any award is subject to prior approval by the School Board. Regularly scheduled Board meetings ordinarily occur pursuant to a published schedule.

CONFERENCE -- PRE-BID/PROPOSAL -- MANDATORY (FEB 2015)

See Conference Pre-Bid/Proposal clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster

CONTENTS OF OFFER (RFP) (FEB 2015)

- (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 parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (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.

CLARIFICATION (MODIFIED – NOV 2007): Pursuant to Article 5-1520.8, 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.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number, identity of offerors or prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(I)]

PROTEST-ASSOCIATE SUPERINTENDENT OF FINANCE ADDRESS (MODIFIED - JUN 2006): Any protest must be addressed to the Associate Superintendent of Finance, Fort Mill School District, and submitted in writing

(a) by email to lordol@fortmillschools.org,

(b) by facsimile at (803) 547-2527, or

(c) by post or delivery to Leanne Lordo, Associate Superintendent of Finance 2233 Deerfield Drive, Fort Mill, SC 29715.

SITE VISIT – MANDATORY (JAN 2006): See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer. The site visit will be held at the date, time and location noted on page one of this solicitation.

III. Scope of Work

Background

The Fort Mill School District serves approximately 18,000 students and operates 20 school facilities located in the Town of Fort Mill, the City of Tega Cay, and unincorporated areas of York County. Emergency responder radio coverage inside school buildings is critical to promoting school safety and facilitating emergency response. All schools have been tested to determine emergency responder radio coverage, and nine schools were determined to be deficient to varying degrees.

Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified proposing firms hereafter referred to as “Contractor” certified to design and install Emergency Responder Systems, for the Fort Mill School District, hereinafter referred to as “District.”

Scope of Work

The Contractor shall design and build a system which will enable all campus buildings at each location identified in the RFP to meet current International Fire Code (IFC) 510 Requirements and increase signal strength for the following (where applicable):

- York County Department of Public Safety Communications - 800 MHz radio system
- South Carolina “Palmetto 800” MHz radio system

The scope of this project includes all design, development, coding (if needed), licensing (if required), procurement and delivery of ERRCSs, associated amplifiers, antennas, cabling, power, and uninterrupted power supplies (UPS), testing, lightning protection, dedicated monitoring/annunciator panel, and cost of installation to achieve 95% coverage for the following schools:

- | | |
|-------------------------------|---|
| 1)Nation Ford High School | 1400 A.O. Jones Blvd Fort Mill, SC 29715 |
| 2)Catawba Ridge High School | 1180 Fort Mill Parkway Fort Mill, SC 29715 |
| 3)Banks Trail Middle School | 1640 Banks Road Fort Mill, SC 29715 |
| 4)Fort Mill Middle School | 200 Springfield Parkway Fort Mill, SC 29715 |
| 5)Fort Mill Elementary School | 192 Springfield Parkway Fort Mill, SC 29715 |

Fort Mill School District is in a building program. As funds are available to outfit existing schools and when new facilities are added, the District will negotiate directly with the awarded vendor to extend services to these sites.

The Contractor is requested to submit two pricing options for each location. The first is for York County Department of Public Safety Communications - 800 MHz radio system coverage only; the second is for coverage for both the York County Department of Public Safety Communications - 800 MHz radio system and the South Carolina “Palmetto 800” MHz radio system.

The District seeks to maximize coverage with available funding and will determine which locations are awarded through this RFP. Work may not be awarded for all locations listed in the RFP. Locations are listed above as currently prioritized, but the priority order may change.

The location of each ERRCS installation and associated components shall be determined by a collective agreement between the Contractor and designated school representatives to achieve the optimal location for signal distribution, functional access to service/repair ERRCS components, and non-interference with school operations. The Contractor must possess a valid FCC-issued general radio operator's license (GROL).

Standard

All schools listed above are located within the Fort Mill Town limits. The ERRCS in each school shall ensure the communication of the York County public safety radio system. Communication with the SC public safety radio system, "Palmetto 800," owned by Motorola Solutions, is desired but will be determined upon review of proposed pricing and funding availability.

Each ERRCS hardware and installation shall meet or exceed the 2018 SC Fire Code 510, current NFPA 1221, and NFPA 72 guidelines to provide 95% coverage of critical areas for each radio system it is designed to support with a delivered audio quality (DAQ) of not less than 3.0. The ERRCS shall interface with existing fire alarm panels and allow for a minimum of five (5) conditions on said interface. A "Knox" switch shall be installed to shutoff the ERRCS where the system is not co-located with an alarm panel.

Each ERRCS installation shall comply with FCC Part 90 §90.219 (Use of Signal Boosters). Class A amplifiers are to be provided.

Acceptance Testing

After installation of the ERRCS at each location, an acceptance test shall be conducted by the Contractor and verified by City Fire Marshals and/or the OSF. The acceptance test shall include, but is not limited to, the following:

1. The installer shall provide a 20-grid hard copy floor plan for each floor with the signal level readings noted for the center of each grid for all relevant radio systems. That floor plan will be the basis of the 20-grid portable radio test. In critical areas, signal levels should be indicated to demonstrate compliance with the 95% coverage requirement for those areas.

2. Tools for coverage verification shall be iBwave, Ran Plan or other FCC approved systems that can measure DAQ.

3. ERRCS and UPS battery box will be checked for labeling.

4. The ERRCS enclosure shall be labelled "ERRCS - Emergency Responder Radio Coverage System" and the UPS battery enclosure shall be labelled "ERRCS Battery".

5. ERRCS shall be labelled to according to FCC requirements

6. Emergency cutoff instructions shall be clearly posted. If a Knox switch is in use, it shall be labelled "ERRCS Cut Off Switch."

7. Electrical inspection of the installation to include power, wiring, and antenna cabling, to include 3 grounding, bonding and lightning protection at the donor antenna site as well as at the amplifier/battery location.

8. All cables, connectors, couplers, etc., shall be tested.

9. The ERRCS shall be set to select frequencies and tested. Where applicable, system gain to be set to make sure there is sufficient isolation between inside and donor antennae to prevent system oscillation while meeting coverage requirements.

The Contractor and all subcontractor installers are expected to have fully tested the fire alarm panel interface with the alarm system contractor before the acceptance test, including but not limited to:

1. Verification of all available fault conditions as displayed at the fire alarm panel. This will include simulation of all fault conditions capable of being transmitted from the ERRCS to the fire alarm panel. Panel displays will be checked for meaningful ERRCS fault messages. Fire alarm panel displays will be checked to make sure the fault is automatically cleared on the panel when the underlying fault is corrected.

2. Verification that the UPS battery capacity is sufficient to power the unit for 12 hours. All portable radios used for testing of each ERRCS will be provided by the District and Local Jurisdiction Personnel.

Tests shall be conducted on each ERRCS installed in each school before installation in the next school, unless the selected proposing firm(s) can do simultaneous installations without adding additional cost to the project.

Work Access

The contractor will be afforded access to the facilities to determine proposed routing, equipment locations and shall define locations of all penetrations through walls, floors, roofs and other building components.

Existing Building Conditions

All wall, floor and ceiling/roof assemblies in non-sprinklered buildings shall be considered minimum 1-hour fire rated and appropriate UL fire stopping details shall be utilized at penetrations. Fire walls that are required to be penetrated with ratings greater than an hour shall be likewise detailed with approved UL or other acceptable details.

The school systems will assist the contractor in identification of rated assemblies after the submission of the draft design, but it is the contractor's responsibility to investigate existing conditions and coordinate their work to the satisfaction of the AHJ's.

Proposing firm(s) shall include in their Proposal Price for each school an allowance of \$5,000 per school for Fire Stopping walls with ratings found to be greater than 1-hour.

All interior and exterior walls of each school shall be considered to be hollow core masonry with a minimal amount of reinforced concrete cells and bond beams. All suspended floors are poured concrete on metal deck. The structural frames vary from reinforced concrete beams and columns to steel beams and columns with steel bar joists for the floors and roof systems.

Roof and building envelope penetration locations and detailing must be approved by the District to ensure weather tightness, structural integrity, maintain warranties, avoid aesthetic objections and limit future maintenance. Building envelope penetrations and securement of wall mount masts and antennas shall be done with schedule 40 HDG sleeves in precision, tightly fit holes. Attachment to veneers, stucco, metal siding etc. shall not compromise the cavity condition or weather tightness.

Roof and building envelope penetration locations and detailing must be approved by the District to ensure weather tightness, structural integrity, maintain warranties, avoid aesthetic objections and limit future maintenance. Building envelope penetrations and securement of wall mount masts and antennas shall be done with schedule 40 HDG sleeves in precision, tightly fit holes. Attachment to veneers, stucco, metal siding etc. shall not compromise the cavity condition or weather tightness.

The District has a large variety of roofing systems in place throughout their campuses. These range from low scope, single ply membranes, built-up roofs, coating systems, and standing seam metal roofs. The District has a mix of roof areas that are under warranties within each campus. All roof penetration locations shall be approved by the District after the contractor has identified options for appropriate locations to ensure good line of sight locations to optimize the ERRCS.

All roof work shall be performed by experienced roofing contractors qualified to make penetrations and flashing installations, including with certification from the roof system manufacturer in order to maintain warranties for the specific roofing systems found at the campus.

Proposing firm(s) shall include in their Proposal Price an allowance of \$2,000 for each roof penetration as determined by the proposer that is needed at each campus. Allowance shall cover the cost of the roof repair only. Upon approval of the agreed upon location of the roof penetrations, the District will verify the warranty status of the roof in that location. The contractor shall then solicit proposals from qualified roofing contractors to perform the penetration with below roof support, weather head and flashing and submit a request to utilize the allowance. The contractor shall make reasonable effort to identify options, locations and penetration details that are reasonable in terms of installation, cost and is in line with National Roof Contractor's, SMACNA and Roof Manufacturers published details for roof penetration locations and detailing. In no case shall the contractor penetrate existing equipment, scuttle curbs or roof to wall conditions where flashings, weeps or drainage planes may be compromised.

Grid Test results for each schools are found in the separate appendixes.

Materials

Contractor must provide written certification and proof of manufacturer training for system designers and lead installers.

The following equipment is listed to establish a level of quality for the equipment to be utilized in the installation. The Contractor shall demonstrate that the equipment they propose to install and use for testing meets or exceeds industry standards and the quality of the listed items in performance, warranty, with NFPA, IFC, and FCC approvals. A description of the equipment used to perform site surveys, prepare propagations studies and maps shall be listed along with the list and description of the equipment that will be permanently installed.

- Westell Public Safety 700/800MHz 90dB, CLASS A, Bi-directional Distributed Antenna with monitoring (or equal).
- EMR 12-hour backup battery (or equal).
- LMR 400LLPL Coax for horizontal installations (or equal).
- Connectors for LMR 400-LLPL (or equal).
- PolyPhaser.
- Lightning Protection kit (or equal).
- Terrawave public safety ceiling antennas (or equal).

Subject to compliance with requirements, available Integrators offering products that may be incorporated into the work include, but are not limited to, the following:

1. CommScope/Andrew
2. Corning
3. Times Microwave
4. Tessco
5. CCI (Communication Components Inc.)
6. Solid Technologies
7. Comba
8. Cobham
9. G-Wave
10. Bird Technologies
11. Digital Antenna
12. Hutton
13. Ventev/TerraWave

Contractor shall also include a list of all spectrum analyzers and other test equipment used to measure signal levels, along with dates of most recent re-calibration certificates.

Delivery Schedule

The Contractor shall include in their proposal a timeline for completion of the installation of ERRCS in each location and include a Final Report documenting:

1. The equipment installed,
2. O&M Manuals,
3. Licenses obtained if required,
4. Warranties and Guarantees;
5. Installing Contractors Contact information and point of contact for warranty service, and
6. Full documentation demonstrating 20 grid coverage is 95% or greater

Maintenance and Warranty

ERRCS must include a full maintenance agreement for three (3) years and must be included in the cost. Contractor must provide annual site surveys for three (3) years. The system must include a warranty for one (1) year which shall include all labor and parts.

DESCRIPTION OF SERVICES DESIRED

General

The selected Contractor shall be responsible for planning and conducting a thorough site survey prior to installation to ensure all required tools and equipment are ready for installation. Site surveys will be used to develop the design of the ERRCS system for each building. Propagation maps using a 20-grid map will be prepared for each building and used for final testing verification as well as the design.

The selected Contractor shall also provide any ladders, lifting devices, or equipment necessary to reach high-level places. The Contractor shall also provide any and all necessary and/or required safety devices, and/or services required, while work is being performed to ensure the safety of those involved and the general public that could be in the immediate area while installation is being completed. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract.

Installation access shall be communicated in the pre-proposal meeting and will be coordinated between the selected proposing firm(s) and the District representative. Selected Contractor shall ensure:

- A. All equipment shall be new and be Federal Communication Commission (FCC) approved.
- B. ERRCSs are installed in safe and easily accessible locations.
- C. The system meets current radio system (700/800 MHz) requirements.
- D. Installation complies with all national and/or local building, fire and electrical codes which pertain to signal, power, cable installations, grounding or enclosures as appropriate.
- E. UPS installed can maintain ERRCS at full functionality for a minimum of 12 hours.
- F. All software and licensing requirements and associated expenses are included.
- G. Close coordination of project tasks and resources with the School District.
- H. Documentation of complete testing for each ERRCS and UPS to ensure functionality and coverage for the building is at a minimum 95%.
- I. All installations shall be completed by the timeline proposed by the Contractor for each location.
- J. Coordinate ERRCS activation and testing with donor system licensee(s).
- K. Complete any registration and frequency coordination with the FCC, donor system licensee(s), and others as required by applicable regulations or requirements.

Contractor shall also be required to provide a bid bond. The bid bond can be in the form of a Cashier's Check, Certified Check or Bid Bond payable to Fort Mill School District for a sum not less than 5% of the total amount of the proposed price. Said check(s) will be returned to the successful proposer when the project is awarded. Checks of all unsuccessful proposers shall be returned forthwith.

In addition, the successful Contractor will be required to provide a separate Performance and Payment Bond both for 100% of the contract amount. The cost of all Bonds shall be included in the proposing firm(s)'s Price Proposal for each school.

Security

Contractor shall be responsible for providing the District with written criminal background check reports on all employees that could potentially be on school properties before any work shall commence. The selected proposing firm(s) shall not allow any of its employees and/or agents for whom it has not provided the District with a written criminal background check report to enter and/or remain in and/or on any school properties. Any record indicating felony violations, questionable character or possible security risk shall be cause for denial of access for that employee to school properties.

Final approval of employees' list shall be at the sole discretion of the District's representative and shall not be cause for additional payment.

Additionally, the Contractor shall certify, in writing, that any of its employees and/or agents working on school properties are not prohibited from being on such properties by the Districts sex offenders policy, which prohibits sex offenders from schools.

All contractor employees shall wear a photo ID provided by the Contractor while on school properties. The ID shall provide, at a minimum, the employees' name and the company name.

Schools are non-smoking facilities. Cigarettes and other forms of smoking tobacco are not to be brought into the schools under any circumstance. This includes vaping technologies. Schools are gun-free zones. No firearms may be on school property. Possession of and/or consumption of alcoholic beverages is prohibited prior to entering school properties. While on school properties no intoxicants shall be allowed in any employees' possession, including their vehicle.

DELAY RELATED TO LIQUIDATED DAMAGES

Proposing firm(s) agrees that the actual damages for the delayed installation of the ERRCS are of such a nature that said damages would be difficult to ascertain if there were such a breach. Therefore, if the proposing firm(s) fails to complete installation of the ERRCS on or before their proposed timeline for each location, the proposing firm(s) agrees to pay to the District \$200.00 per day, and each and every day thereafter, until the ERRCS is properly installed, up to a maximum of 10% of the value of the executed contract. The District, in its sole discretion, may deem any delay to be a material breach. This provision applies only to damages related to delayed installation of the ERRCS and not to any other damages or remedies to which the District may be entitled, either in equity or at law. The District may enforce this clause at its sole discretion and may seek any other lawful remedies at law, and or in equity, instead of, and/or in addition to, the remedies set forth herein.

PAYMENT TERMS

In consideration for the successful performance and compliance with the Conditions, Owner shall pay to the Contractor the amount as agreed upon for the delivery of materials and/or completion or work as agreed in the proposing firm(s) Proposal Submission Form. Payment to be made upon billed delivery and/or completion of the work as provided.

1. The Contract Sum stated in the Contract Agreement, including any authorized adjustments is the total amount payable by the District to the Contractor for performance of the work under the Contract Documents.
2. Prior to the first application for payment being submitted, the Contractor shall submit an itemized schedule of values for the components of the work to be performed and their Material and Labor amounts. The schedule of values shall be reviewed and approved by the District before the first payment is processed.
3. Progress Payments will be made Monthly, based on the approved amount from the negotiated schedule of values above. Pay applications shall be received by the District by the 25th day of each month.
4. Payments shall be made on account of materials suitably stored on site for subsequent incorporation in the work and work completed over the payment period. Payment for materials stored off site will be considered and must be agreed to in writing by the District in advance of a payment request for the material being included in the Contractor's monthly payment application.
5. The District will pay the Contractor the amount of each approved payment application within 21 days after receipt of the payment application. For each application made prior to the completion of the work, the District may withhold 3% retainage from the payment otherwise due.

6. Contractor warrants that title to all work covered by an application for payment will pass to the District no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all work for which the Contractor's applications for payment previously issued and paid by the District shall to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Districts interest.

7. All invoices shall be submitted via email to **romanskik@fortmillschools.org** with the Company name and purchase order # referenced in the subject line.

ELABORATION AND CLARIFICATION

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response. If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the RFP. Any exceptions to the terms, conditions, provisions, requirements, and draft contract (Exhibit A) delineated must be specifically noted and explained by the Contractor and must be submitted by May 24, 2022 @ 10:00 a.m., which is the last day for questions.

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

RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

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

1. Pages 1 and 2 of this Request for Proposal.
2. Cover Letter/Statement of Capability

Include a description of the proposing firm(s)' background, its organizational structure, and length of time in business, features, description of services, and contact details. The summary must be signed by an individual authorized to contractually bind the Contractor and include an expression of the firm's ability and desire to meet the requirements of the request for proposal. The statement of capabilities shall not exceed two (2) pages. The company shall make the following representation and warranty in the statement of capabilities, the falsity of which might result in rejection of its proposal:

"The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the District, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the District as to any material facts."

3. Qualifications

The Contractor must demonstrate their knowledge and expertise to perform the requirements of the scope of work. Contractor shall also provide:

- The resumes, certifications, licenses (including FCC operator) and any other relevant information of the key personnel that will be assigned to the project. State the tasks/responsibilities of these individuals.
- Availability of personnel, facilities, equipment and other resources to provide the services requested.
- A description of their experience in planning, building, and installing radio equipment.
- References, Appendix I, of three (3) or more ERRCS projects designed and implemented by your organization. Provide a description of the project as well as the entity's contact name, phone number and email address.
- Any other information that further qualifies the Contractor.

4. Implementation Plan, Schedule and Equipment Listing

The Contractor must clearly explain its understanding of the project and how its approach is the best overall value to the District. This explanation shall include the project implementation and, at a minimum, those responsibilities listed in the Scope of Work. Contractor shall provide the following:

- A detailed plan and timeline for installation and activation of the proposed system. Provide a listing of the equipment proposed to be installed at each school, including:
 - o BDA,
 - o Donor antenna,
 - o Fiber optic cabling and connectors,
 - o Emergency backup power supply,
 - o lightning protection system,
 - o DAS Antennas,
 - o Dedicated monitoring/annunciation panel to connect to the existing campus fire alarm system.
- Anticipated resources that shall assign to this project (total number, role, title, experience, certifications of designers and installers.)
- A list of any Subcontractors that the Contractor will use on Appendix II. Company name and phone number shall be provided along with a brief description of the work they will perform. Failure to list any intended Subcontractors that Contractor plans to use may be cause for rejection of proposer's proposal.
- Anticipated resources you shall assign to this project (total number, role, title, experience, certifications of designers and installers.)
- An Acceptance Test Plan (ATP) with testing requirements shall be designed to satisfy requirements of the scope of work.
- A project timeline for completion.
- Describe, in as much detail as possible, why the Contractor should be selected to provide this service to the District

5. Cost Proposal

The cost proposal Appendix III shall be submitted separately in a sealed envelope. The District will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a Consultant. The District reserves the right to negotiate final fees and scope of services with the selected Consultant. The Contractor shall indicate any additional work that it believes is needed and the cost of such work separately. All travel, lodging, and per diem expenses must be incorporated with the total project cost. All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondents. The District will not reimburse any Contractor for any incidental expenses related to the Contract.

6. Appendices

Contractor shall complete and submit the following Appendices:

- Appendix I- References
- Appendix I- Sub-contractor Participation
- Appendix III- Cost Proposal
- Appendix IV- Non-Collusion Affidavit
- Appendix V- Conflict of Interest
- Appendix VI- Byrd Anti Lobbying Certification

All responses should be submitted to Fort Mill School District no later than **June 8, 2022 at 10:00 AM**. Contractor shall deliver one (1) original UNBOUND copy, five (6) hard copies and one (1) USB drive of the information requested above. Proposals should be prepared simply and economically, providing straight, concise responses. **The District will not be responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.**

EVALUATION CRITERIA

The committee, comprised of District employees and representatives, will review each submittal based upon the criteria listed below. The written evaluation will produce a list of the top-rated proposals (short list) that will be selected for possible interviews. Respondents may or may not be interviewed and the District reserves the right to conduct interviews at its sole discretion. Oral interviews, if necessary, will be conducted the week of INSERT DATE, in order to make a final decision. The short-listed Firms will be contacted by the Purchasing Director via telephone or e-mail to determine their interview date and time. Proposers should plan to have available, in person, key personnel who will be assigned to work on the proposed project.

Individuals who fail to attend the interview may not be given a score which could jeopardize the Contractor's competitiveness. If awarded the project, all interview statements will become part of the final contract.

The evaluation criteria are as follows:

1. Cost

This will be calculated separately after the panel evaluation. Max. 40%

2. Qualification

Evaluation will include relevant experience and qualifications, key personnel, record of past performance (including references), licenses, certifications, and experience with similar projects. Max. 25%

3. Implementation Plan, Schedule and Equipment Listing

Evaluation will include the implementation, approach, equipment utilization, and understanding of the project. This will also include the overall approach for coordinating and managing all work activities to meet the implementation schedule. Max. 20%

4. Capability

Evaluation will include the review of the statement of capabilities Max. 10%

5. Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized

Proposer's certification of any socio-economic contractor must be valid and endorsed by a certifying body.

A mandatory pre-proposal conference will be held on May 17, 2022 at 9:00 AM at Fort Mill Schools, 2233 Deerfield Dr. Fort Mill, SC 29715.

AWARD CRITERIA

It is to the sole discretion of the District to determine the award method. Award will be made to the highest-ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District. The District may, at its discretion, require one or more proposers to appear before an evaluation committee for an interview or to make a presentation. During such an interview, the contractor may be required to orally and otherwise present its proposal and respond in detail to any questions posed.

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). 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. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MODIFIED MAR 2015): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror’s responsibility, the District Standards of Responsibility, and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

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 (F ASB, 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.

VI.AWARD CRITERIA

AWARD CRITERIA-PROPOSALS (MODIFIED -JAN 2006): Offers will be evaluated and ranked. The top ranked firms will be invited to make presentations to the committee. After presentations, firms will be ranked again and award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District.

DISCUSSIONS AND NEGOTIATIONS -OPTIONAL (MODIFIED -FEB 2015)
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. [11-35-1530(6); R.19-445.2095(I)] 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.

EVALUATION FACTORS –PROPOSALS (JAN 2006): 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.

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 officer. 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 District shall have no obligation to make payment to an assignee until thirty (30) days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District 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 officer 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 – 44.2180, which does not restrict transfers by operation of law.

Bankruptcy – General: (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 the district. 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 district contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (b) Termination. This contract is voidable and subject to immediate termination by the district upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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.

EQUAL OPPORTUNITY (JAN 2006): 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.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE (MODIFIED FEB 2015): Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE (MODIFIED JAN 2006): (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 as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE (JUNE 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.

PAYMENT & INTEREST (MODIFIED FEB 2015): (a) The District 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 the District. (b) Unless otherwise provided herein, payment will be made by check mailed to the payment address on "Page Two." (c) Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

- All invoices for payment of purchases of goods or services shall be delivered to Fort Mill School District Administrative Office.
- All payment for purchases of goods or services shall be paid by the District within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

PUBLICITY (MODIFIED JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (MODIFIED JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the District. 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.

SURVIVAL OF OBLIGATIONS (JAN 2006): 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.

TAXES (MODIFIED - JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's 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 the District to contractor, contractor shall be liable to the District 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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. 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.

THIRD PARTY BENEFICIARY (JAN 2006): 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.

WAIVER (MODIFIED JAN 2006): The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS -- Special

Section Not Applicable - Intentionally Omitted

CHANGES (MODIFIED JAN 2006):

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(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 Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE (MODIFIED JAN 2006): Unless waived by the Procurement Officer, a pre-performance conference between the contractor and the District shall be held at a location selected by the District within five (5) days after final award, and prior to the 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 the contractor's expense.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL (MODIFIED FEB 2015):

(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) The District, and the officers, officials, employees and volunteers of the District, 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. Please list the additional insured as Fort Mill School District, 2233 Deerfield Drive, Fort Mill, SC 29715.

(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 of the District. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of the District, 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 with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. 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 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.

CONTRACTOR PERSONNEL (JAN 2006): 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.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): 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.

CONTRACTOR'S USE OF DISTRICT PROPERTY (MODIFIED - JAN 2006): Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District 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 the District without the District's written consent, except to the extent necessary to carry out the work.

DEFAULT (MODIFIED JAN 2006)

(a) (1) The District 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 District'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 Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer 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 District 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, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, 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 Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer 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 Officer 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. The District may withhold from these amounts any sum the Procurement Officer 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 the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, 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 the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

DISPOSAL OF PACKAGING (JAN 2006): 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.

ILLEGAL IMMIGRATION (MODIFIED NOV. 2008): (An overview is available at 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.

INDEMNIFICATION – THIRD PARTY CLAIMS – (MODIFIED NOV 2011):

Notwithstanding any limitation in this agreement, contractor shall defend and indemnify Fort Mill School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorney's fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from any defect in the goods or services acquired hereunder or from any act or omission of contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow contractor to settle such suit or claim so long as:

- a. all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor; and
- b. the settlement imposes no non monetary obligation upon the District.

The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor. District shall reasonably cooperate with the contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

INFORMATION USE AND DISCLOSURE – STANDARDS (MODIFIED - FEB 2015)

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of District information, as defined herein, and Contractor agrees that the District is not a licensee.

- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

LICENSES AND PERMITS (MODIFIED JAN 2006): 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.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, 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 Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. Any request for price increase shall not exceed 2% per year and will only be effective from year 2 forward. 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 Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICING DATA - AUDIT - INSPECTION (MODIFIED - JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer'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 District 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 Officer. The District 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 District 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 District 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 District 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 District.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer 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.

TERM OF CONTRACT – OPTION TO RENEW (MODIFIED – JUNE - 2018): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), 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. Maximum contract period is 5 (five) years unless additional years are approved by the Superintendent and/or Board.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): 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 120 days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE (MODIFIED - JAN 2006): (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 Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called

“manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by 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 District’s right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

- Appendix A – Bid/Proposal Reponse Form
- Appendix B - Minority Participation
- Appendix C – Drug Free Workplace Certification
- Appendix D – References
- Appendix E - Non-Collusion Affidavit
- Appendix F - Federal Terms and Conditions

FORT MILL SCHOOLS

Procurement Services, 2233 Deerfield Drive, Fort Mill, SC 29715

BID/PROPOSAL RESPONSE FORM

Solicitation # RFP 21-017

Emergency Responder Radio Coverage Systems (ERRCS)

I, the undersigned, have read Solicitation RFP 21-017 and do fully understand all of the requirements stated therein and affirm that our firm is in the business of providing the said services, and can provide an acceptable performance level to fully meet the expectations of the Fort Mill School District.

I also certify that I am an officer of the said company and am authorized to bind said firm in a contract for services as stated with the Fort Mill School District.

In addition, I understand that my firm shall not incur any expenses until the contract has been awarded. An award requires that either the Contract be signed by both the awarding authority and the firm awarded the contract, or a signed Purchase Order has been issued. Also, in compliance with this RFP # 21-017, and subject to all conditions thereof, you agree that by submitting a bid/proposal, you are certifying that all statements in the proposal are true. You are also certifying that you or the firm will not take part in any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud.

Authorized Officer of Firm Name (Please Print)

Authorized Officer of Firm Name - Signature

E-Mail Address

Company Name

Company Mailing Address - including City, State & Zip Code

Phone Number

Fax Number

***** Be sure to include this page in your proposal *****

Appendix B - MINORITY PARTICIPATION

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)


(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>

Company Name

Signature

Appendix C Drug Free Workplace Certification

<p>Fort Mill School District Four Administrative Offices 2233 Deerfield Drive, Fort Mill, SC 29715</p> 	<p>Request for Proposal: 21-017</p> <p>Date Issued: May 5, 2022</p> <p>Procurement Officer: Karen Taylor</p> <p>Phone: (803) 548-8430</p> <p>E-Mail Address: taylorku@fortmillschools.org</p>
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This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Fort Mill Schools.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
- (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five (5) Days after the conviction;
- (5) Notifying the using agency within Ten (10) Days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within Thirty (30) Days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
- (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Solicitation Number: 21-017

Project Name:

Contractor/Vendor Name:

Address:

Authorized Representative Name/Title:

Signature: _____

Date: _____

Witness:

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

Appendix D

REFERENCE FORM

The District expressly reserves the right to reject the bid of any Proposer who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Proposer is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.

Provide a minimum of five (5) references (public school systems – preferably in South Carolina)

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 1**

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 2**

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 3**

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 4**

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 5**

NON-COLLUSION AFFIDAVIT

State of _____

Bid # _____

County of _____

I state that I am _____ of _____

(Title)

(Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) _____ its affiliates, subsidiaries, officers directors
(Name of Firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the

(Name of Firm)

above representations are material and important and will be relied on by _____

(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____

(Name of Public Entity)

of the true facts relating to the submission for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____.

_____ My Commission Expires _____

(Notary Public)

Appendix F FEDERAL TERMS AND CONDITIONS

Contractor: _____

Project Name/Title: _____

Date of Agreement: _____

1. Remedies

Contracts for more than the simplified acquisition threshold, currently set at \$10,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract and provide for such sanctions and penalties as appropriate.

2. Termination for Cause and Convenience

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.

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

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

3. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Clean Air Act and Federal Water Pollution Control Act

A. Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to Rock Hill School District and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to Rock Hill School District and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5. Debarment and Suspension

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by Rock Hill School District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Rock Hill School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Proposer or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Procurement of Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule
 - b. Meeting contract performance requirements
 - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7. Access to Records

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide Rock Hill School District, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide Rock Hill School District or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, Rock Hill School District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

8. Changes

To be eligible for FEMA assistance under the non- Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modifications, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

9. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

11. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31may U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

13. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or Proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

BYRD ANTI-LOBBYING AMENDMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

OFFEROR'S CHECKLIST – Avoid Common 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!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire proposal to make sure your 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 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 proposal includes the number of copies requested.
- Check to ensure your 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.