

	<p>Rock Hill Schools</p> <p>Invitation for Bid</p>	<p>Solicitation Number</p> <p>Date Issued</p> <p>Procurement Director</p> <p>Phone</p> <p>E-Mail Address</p>	<p>16-1756</p> <p>May 9, 2017</p> <p>Nicole Hatch, CPPO</p> <p>803-981-1154</p> <p>Nhatch@rhmail.org</p>
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Life Safety System Test and Inspect IFB

The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

SUBMIT OFFER BY (Opening Date/Time): May 23, 2017 – no later than 2:00 p.m.

NUMBER OF COPIES TO BE SUBMITTED: one (1) original

Solicitation number and opening date must appear on the bid.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:
<p>Rock Hill Schools Purchasing Department 2171 West Main Street Rock Hill, SC 29732</p>

CONFERENCE TYPE: N/A		LOCATION:	
AMENDMENTS	Any amendments will be posted at the following web address: http://www.rock-hill.k12.sc.us		
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of one hundred twenty (120) calendar days after the opening date.			
NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one)	
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____	
TITLE <small>(Business title of person signing above)</small>		<small>(See "Signing your Offer" provision)</small>	
PRINTED NAME (Printed name of person signing above)		DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION		<small>(If offeror is a corporation, identify the State of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO.		<small>(See "Taxpayer Identification Number" provision)</small>	

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)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Area Code</td> <td style="width:25%;">Number</td> <td style="width:25%;">Extension</td> <td style="width:35%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
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)								
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)								

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

Minority Participation:

Are you a SC Certified Minority Vendor - Yes No

If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor - Yes No

Table of Contents

SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS 4
SECTION B: PURPOSE OF INVITATION FOR BID 12
SECTION C: SCOPE OF WORK 12
SECTION D: REFERENCES 15
SECTION E. BID FORM..... 16

SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

- A. Bids shall be publicly opened at 2:00 PM on the date stated in the IFB. Bid openings shall be conducted in a room designated by the Director of Procurement. Sealed bids shall be enclosed in an envelope, and the "bid name and number" shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Director of Procurement, Rock Hill School District Three, 2171 West Main Street, Rock Hill, SC 29732. Hand carried bids shall be delivered to the same address.
- B. Bids shall be submitted NO LATER THAN 2:00 PM in the place and manner as described in paragraph 1A above. Bids received after 2:00 PM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened, unless the delay was caused by improper handling by District employees.
- C. The District shall not accept responsibility for unidentified bids.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Director of Procurement.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 120 days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.

F. The District shall not accept oral or FAX bids.

- 2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
- 3. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
- 4. **BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.
- 5. **ACKNOWLEDGEMENT OF AMENDMENTS:**
 - A. Bidders shall acknowledge receipt of all amendments either by signing and returning one copy of the amendment or by acknowledging the change on the bid form.
 - B. It is the bidder's responsibility to determine whether they have received any or all amendments.
- 6. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

7. COMMUNICATION WITH PROSPECTIVE BIDDERS:

A. All communication concerning this RFP must be in writing to the Procurement Department. Email is the preferred method of communication.

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

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

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

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

9. CONTRACT: The bid document together with its addenda, amendments, attachments, and modifications, when executed, becomes the complete contract between the parties, and no verbal or oral promises or representations made in conjunction with the negotiation of the contract shall be binding on either party.

10. IDENTIFICATION OF AUDIT DISCREPANCIES: When a discrepancy is identified, the District will discuss the audit findings with the contractor. If the District and contractor agree on the findings, the amount to be credited to the District will equal the percentage of the discrepancy vs. sampling and shall apply to the amount of all revenues received by the contractor over the course of the audit period. (EX: If 2% of sampled orders over a time period of one year result in discrepancies, then 2% of the revenues paid to the contractor for that same year will be refunded to the District.) That amount will be credited to the district within ten (10) working days.

11. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the district upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

12. PRICE ADJUSTMENT: Bid prices for all products and services shall remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial contract period. The vendor shall supply documentation satisfactory to the Rock Hill School District Three, such as: documented changes to Producers Price Indexes, Consumer Price Indexes, or a manufacturer's published notification of price change(s).

Rock Hill School District Three will evaluate this information to determine if revising the pricing is considered fair & reasonable to the satisfaction of the District. Requests for any such change must be received in writing to the Rock Hill School District Three's Director of Procurement thirty (30) days prior to

the expiration of the original contract term. The District reserves the right to approve or reject the requested price increase.

All price reductions at the manufacturer' or distributors' level shall be reflected in a reduction of the contract price(s) to the District retroactive to the effective date of the price reduction(s).

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

14. STATEMENT OF COMPLIANCE AND ASSURANCE:

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

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

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

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

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

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

19. BIDDER'S RESPONSIBILITY: Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. It is expected that this will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

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

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

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

21. EXAMINATION OF RECORDS:

- A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- B. The contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

22. COMPETITION: There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

23. SOUTH CAROLINA LAW CLAUSE: Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state. By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

19. RIGHT TO PROTEST: Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Procurement. The protest shall be submitted in writing within fifteen (15) days of the date of issuance of the Invitation for Bids or Request for qualifications, date of issuance of an amendment, or date of notification of an award is posted.

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

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

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

22. STATEMENT OF COMPLIANCE AND ASSURANCES: By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm

or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

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

24. SAMPLES: Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.

25. "OR APPROVED EQUAL" CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

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

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

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

29. SERVICE DATA MANUALS: The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

30. PURCHASE ORDERS: 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.

Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

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

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

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

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

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

35. POSTING OF AWARD: Notice of Award or Intent to Award will be filed in the Procurement Department located at 2171 West Main Street, Rock Hill, SC, 29732, if the total value of the contract resulting from this solicitation is less than \$50,000.00. An "Intent to Award" shall be issued and posted on the District's procurement website should the total value of any contract resulting from this solicitation is \$50,000.00 or greater.

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

37. SUBMISSION OF DOCUMENTATION: Documentation contained on pages 1 and 2 and Section "D" must be completed and submitted along with the bid. No award will be made without these sections being executed by the successful low bidder, **do not return the entire solicitation.**

38. SPECIFICATIONS: Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

39. PACKAGING AND DELIVERY: All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.

40. UNIT PRICES: A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.

41. ITEM SUBSTITUTION: No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Procurement.

42. IRAN DIVESTMENT ACT: (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330A is a material inducement for the District to award a contract to you. (b) By signing your offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

43. SUSPENSION AND DEBARMENT: By submitting a proposal (IFB/RFP/RFO), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

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

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

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

A. WORKERS' COMPENSATION
Statutory limits covering all employees, including Employer's Liability with limits of:

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

B. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$ 5,000	Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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SECTION B: PURPOSE OF INVITATION FOR BID

PURPOSE

Rock Hill School District Three is soliciting bids for a contractor to perform Fire and Life Safety System Inspections. The IFB is for test and inspection only, the awarded vendor will not perform any maintenance or repair work. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in this proposal instruction.

At 2:00 p.m. on the date stated in this Invitation for Bid, the Purchasing Director will open all bids received.

Questions pertaining to the terms and specifications should be directed to Nicole Hatch at nhatch@rhmail.org or at 803-981-1154.

SECTION C: SCOPE OF WORK

The responsibilities of the vendor include:

1. Awarded bidder shall obtain all required City and/or State licenses, and/or permits and provide copies to Rock Hill School District 3 prior to the inception of the contract.
2. All prospective bidders must have a minimum of 5 years' experience providing inspections and maintenance to life safety systems as set forth by the National Fire Protection Agency. Additionally, bidders will need to include a copy of all of the necessary licenses as outlined by the State of South Carolina and National Fire Protection Association.
3. All prospective bidders must provide Certificate of Liability Insurance coverage with bid submission, meeting at a minimum the levels listed in the General Bid Conditions.
4. Provide properly trained/qualified NFPA 72, 25, 10, and 80 workforce with all necessary tools and materials to complete work scope as defined in solicitation.
5. Awarded bidder shall perform all required work in such a manner as to minimize the disruption of the daily operation of the affected schools.
6. Awarded bidder must obtain an authorized signature on work order on site to acknowledge work performed and the satisfactory completion of work. This shall include all Test and Inspect programs as well as any repairs to equipment.
7. Prospective bidders must submit a lump sum Annual Test and Inspect Program fee for each individual District site identified in Attachment I-V.
8. Itemized invoices shall be mailed within 30 days following any test and inspect site visit to the District Risk, Security, and Emergency Management department. Invoices shall clearly denote the service provided and the applicable school location. Copies of all signed work orders must be included as attachment documentation to the invoice. Any services charged without a signed work order as supporting documentation will not be reimbursed.

9. Submission shall include, at a minimum, three (3) business references to include company name, contact person, address, and phone number.
10. The District reserves the right to make any additions, changes, or deletions to the original contract as per the current requirements within the District at any point in time. The changes must be documented and approved by the Purchasing Director. Any changes to original contract terms will not be grounds under which the District must enter the solicitation process again.
11. Awarded bidder shall comply with the latest publication of the National Fire Protection Association regulations in all instances and particularly, NFPA 72, 25, 10, and 80. No reference, either verbal or written, shall override these codes and direct the bidder to perform any tasks that do not fully comply with the said Code.
12. Bidder shall submit a completed, signed submission form. Submission shall include all itemized costs as requested. All costs submitted shall be all inclusive, with no costs, stated or implied, above those stated in submission.
13. It shall be the District's discretion to increase or decrease frequency of requested inspections and/or services as required and in accordance with NFPA 72, 25, 10, and 80 and shall be extended as per the pricing of the original contract terms.

Task Specifications

Contractor must provide an annual test and inspect program of the fire and life safety systems at all sites referenced in Attachment I-V. A test and inspect report shall be provided to the district including a schematic identifying the location, year, type, make, model, testing method, and test outcome of all fire and life safety systems devices including but not limited to: smoke detectors, pull stations, heat detectors, duct detectors, panels, fire extinguishers, sprinkler heads, sprinkler valves, hood systems, fire doors. An informational sheet shall be given detailing all testing, cleaning, and inspections that are recommended by the manufacturer for all devices. All smoke heads are to be cleaned during testing per NFPA 72. The test and inspect program may constitute several site visits by the contractor if devices are not found to be in proper working order on the initial visit. The District expects a lump sum fee which would cover the test and inspect of the systems until the systems are fully operational. These must occur following the normal school day so as to minimize disruption to the daily operation. This test shall be all inclusive of all panels and devices currently on site. The contractor must ensure proper performance of all devices and certify this in writing to the District. It is the responsibility of the awarded vendor to make arrangements for any lift equipment needed to reach all devices. A lift may be needed at the following locations: ATC- workshops, Belleview-café-gym, Castle Heights-Auditorium-café-gym-atrium, Dutchman Creek-auditorium-café-atrium, Ebinport-café-gym, Flexible Learning-gym, Independence-gym-café, India Hook-café-gym, Lesslie-café-gym, Mt. Gallant-café-gym, Northside-café-gym, NWHS-auditorium-2 gyms, Oakdale-gym-café, Old Pointe- café-gym-atrium, Rawlinson Road MS-gym, Rock Hill High- gym-café-some halls, Rosewood- gym, Saluda Trail-gym-atrium halls, Sullivan-auditorium-gym, Sunset Park- gym-café, Sylvia Circle-gym-café, York Road- gym. The initial test and inspect of the required systems is of the utmost urgency to the District. It will be expected that the awarded bidder make every effort to schedule the initial site inspection through the Risk, Security, and Emergency Management

Department as soon as possible following contract award and not to exceed two (2) weeks. The initial inspection should include a CAD drawing showing the location of all devices.

Any devices which did not respond or operate appropriately during the test and inspect program must be reported immediately through a work order placed into Rock Hill School District's work order system School Dude.

See Attachments I through V

Award

The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award.

It is the intent of the District to award a three year contract, with the option to renew for two (2) additional one year periods. However, each subsequent renewal will be based on the appropriation and availability of funds for the specified period under review. Any cancellation of additional renewal periods due to the lack of funding shall not create any expense to the District nor shall the District be held liable for the remaining award period.

The School District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

Technical questions shall be directed in writing to my office, and will be addressed in writing and issued to all prospective bidders.

SECTION D: REFERENCES

References are to be comparable to services described in the RFP

Reference 1

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

Reference 2

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

Reference 3

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

SECTION E. BID FORM

ATTACHMENT I

TEST AND INSPECTION BID FORM

Location	Fire Alarm & Suppression System	Qty	Annual Cost Per Location
Adult Education	Edwards Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Detector Functional Test	1	
	Cleaning and Sensitivity Test	13	
	Heat Detector	1	
	Pull Station	5	
	Audible Visual Units (Horns, Strobes, Speakers, etc.)	4	
ATC	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel)	1	
	Smoke Detector Functional Test, Cleaning and Sensitivity Test	48	
	Pull Station	29	
	Audible Visual Units (Horns, Strobes, Speakers, etc.)	66	
	Duct Detector Functional Test, Cleaning and Sensitivity	3	
Bellevue	Gamewell Annunciator Panel	1	
	Smoke Detector Functional Test, Cleaning and Sensitivity Test	45	
	Heat Detector	1	
	Pull Station	29	
	Audible Visual Units (Horns, Strobes, Speakers, etc.)	83	
Castle Heights	Addressable Fire Panel	1	
	EST3 Addressable Conventional Fire Alarm Control Panel		
	Hardware Fire Alarm Panel		
	Annunciator Panel	1	
	Smoke Detector Functional Test, Cleaning and Sensitivity Test	1	
	Heat Detector	96	
	Duct Detector Functional Test, Cleaning and Sensitivity	2	
Pull Station	3		
Carroll School	Audible Visual Units (Horns, Strobes, Speakers, etc.)	36	Annual
	Vista 32 FB (fire/Burg)	2	
	Pull smoke horn/strobe	5	
Central Child Development	Smoke Detector Functional Test, Cleaning and Sensitivity Test	5	
	Pull Station	13	
	Audible Visual Units (Horns, Strobes, Speakers, etc.)	16	
	Duct Detector Functional Test, Cleaning and Sensitivity	43	
	EST2 Addressable Fire Panel	2	
Dutchman Creek	Annunciator Panel	1	
	Smoke Detector Functional Test, Cleaning and Sensitivity Test	10	

	Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity Addressable Fire Panel	5 8 175 3 1	
Edgewood	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Smoke Detector Functional Test, Cleaning and Sensitivity Test Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 36 17 15	
Ebenezer	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 50 2 17 16	
Ebinport	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Auxiliary Power Supply Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 39 2 25 71	
Finley Road	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Auxiliary Power Supply Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 1 40 1 36 78	
Flex	Gamewell 602 Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Auxiliary Power Supply Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 1 44 7 35	
Independence	Edwards Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Smoke Detector Functional Test, Cleaning and Sensitivity Test	1 6 15	

	Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	11	
India Hook	Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity Addressable Fire Panel	1 10 4 14 84 4 1	
Lesslie	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 23 2 20 71	
Mt. Gallant	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 33 13 13 13	
Mt. Holly	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Smoke Detector Functional Test; Cleaning and Sensitivity Test Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 126 44 All	
Northside	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 50 3 19 21	
Northwestern	Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Output/Input Functional Test (e.g. door contacts, relays, AV's, pulls) Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity	2 89 49 15 74 319 13	

	EST Addressable Fire Panel	6	
Oakdale	Gamewell Addressable Fire Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 40 1 20 33	
Old Pointe	EST2 Addressable Fire Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity	1 6 22 82 1	
Rawlinson Road	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, (Cleaning and Sensitivity	1 1 64 11 28 34 4	
Rebound	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Smoke Detector Functional Test, Cleaning and Sensitivity Test Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 12 12 12	
Richmond Drive	Gamewell Addressable Fire Panel Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity Test	1 1 44 2 21 34 2	
Rock Hill High School	EST Addressable Fire Panel Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Output/Input Functional Test (e.g. door contacts, relays, AV's, pulls) Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity	6 2 115 61 15 76 329 14 6	
Rosewood	Gamewell Addressable Fire Panel	1	

	Smoke Detector Functional Test Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	34 2 21 18	
Saluda Trail	ETS Addressable Fire Panel Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Output/Input functional test (e.g. door contacts, relays, AV's, pulls) Heat Detector Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity	1 1 22 11 1 177 13	
South Point	EST3 Addressable Fire Panel Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity	1 1 10 5 10 415 5	
Sullivan	EST3 Addressable Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.) Duct Detector Functional Test, Cleaning and Sensitivity	1 1 88 7 48 40 3	
Sunset Park	Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Gamewell Addressable Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 60 74 36	
Sylvia Circle	Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel) Gamewell Annunciator Panel Smoke Detector Functional Test, Cleaning and Sensitivity Test Heat Detector Pull Station Audible Visual Units (Horns, Strobes, Speakers, etc.)	1 1 41 1 21 68	
Transportation	Gamewell Pull Station	5	

	Horn/strobe	7	
	Strobe	2	
	Smoke Detector Functional Test, Cleaning and Sensitivity Test	3	
York Road	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel)	1	
	Smoke Detector Functional Test ,Cleaning and Sensitivity Test	35	
	Heat Detector	2	
	Pull Station	18	
	Audible Visual Units (Horns, Strobes, Speakers, etc.)	11	
ITV	Gamewell Conventional Fire Alarm Control Panel (Hardware Fire Alarm Panel)	1	
	Smoke Detector Functional Test, Cleaning and Sensitivity Test	2	
	Pull Station	2	
	Audible Visual Units (Horns, Strobes, Speakers, etc.)	2	
Total cost for annual required Test & Inspection			

SECTION E. BID FORM CONT.ATTACHMENT II
SPRINKLER SYSTEMS BID FORM

School/ Location	Number Risers	Model	Annual Test & Inspect Cost Riser
Aquatics Center	1	Reliable 6"2004	
Belleview	1	2000 S Amos 4"	
Castle Heights	1	Centron 1 4"	
District Office	1	Reliable Model E 6" 2004	
Dutchman Creek	5	Globe Model H-4"	
India Hook	2	CV1F Tyco 6" 2007	
Mt. Holly	3	CV1F Tyco 6"	
Rawlinson Road	1	Globe Model H-4"	
South Pointe	7	5/751 Victavlic 4" 2004	
Total	22		
Total cost for annual required Test, Cleaning and Inspection			

SECTION E. BID FORM CONT.ATTACHMENT III
HOOD SYSTEMS BID FORM

School	Hood	Type	Location	Cost Per Hood
Belleview	1	Captive Aire	Kitchen	
Ebenezer	1	GreenHeck	Kitchen	
Ebinport	1	GreenHeck	Kitchen	
Finley Road	1	GreenHeck	Kitchen	
Independence	1	Pyerochem	Kitchen	
India Hook	2	GreenHeck	Kitchen, Teacher Lounge	
Lesslie	1	GreenHeck	Kitchen	
Mt. Gallant	1	Ansul R-102	Kitchen	
Mt. Holly	2	GreenHeck	Kitchen, C101	
Northside	1	GreenHeck	Kitchen	
Oakdale	1	GreenHeck	Kitchen	
Old Pointe	1	Aerolator	Kitchen	
Richmond Drive	1	GreenHeck	Kitchen	
Rosewood	1	GreenHeck	Kitchen	
Sunset Park	1	Ansul	Kitchen	
Sylvia Circle	1	GreenHeck	Kitchen	
York Road	1	GreenHeck	Kitchen	
Castle Heights	2	Captive Aire	Kitchen, D-3	
Dutchman Creek	2	5424-ND2, 3624 ND2	Kitchen, Home Economics	
Rawlinson Road	1	Captive Aire 5724R	Kitchen	
Saluda Trail	1	scratched off unit	Kitchen	
Sullivan	1	GreenHeck	Kitchen	
Applied Technology	2	Captive Aire 5424 ND2	Culinary Arts	
FLEX/Rebound	1	GreenHeck	Kitchen	
Northwestern	1	Ansul R-102	Kitchen	
Rock Hill High	1	Ansul R-102	Kitchen	
South Pointe	1	Captive Aire NMC #3	Kitchen	
Total cost for annual required Test, Cleaning and Inspection				

SECTION E. BID FORM CONT.

ATTACHMENT IV
FIRE EXTINGUISHERS BID FORM

School	Fire Extinguishers	Cost Per Extinguisher
Belleview	27	
Central (Incl ITV)	9	
Ebenezer	21	
Ebinport	24	
Finley Road	32	
Independence	24	
India Hook	22	
Lesslie	23	
Mt. Gallant	20	
Mt. Holly	19	
Northside	28	
Oakdale	24	
Old Pointe	26	
Richmond Drive	24	
Rosewood	22	
Sunset Park	34	
Sylvia Circle	21	
York Road	26	
Castle Heights	110	
Dutchman Creek	58	
Rawlinson Road	62	
Saluda Trail	52	
Sullivan	73	
Applied Technology	69	
FLEX/Rebound	33	
Northwestern	115	
Rock Hill High	99	
South Pointe	49	
District Office	11	
Facilities	36	
ParentSmart	5	
Carroll School	3	
South Stadium	15	
3 Stadium	5	
Transportation	9	
TOTAL	1230	

- Provide a written report to the District, per NFPA Standards, following each inspection.
- Complete annual inspections of all extinguishers before August 1.
- Complete an initial, one-time inspection and inventory of extinguishers before August 1, 2017. Provide the District with an inventory of all extinguishers to include location, types, age and date when next hydrostatic testing is needed. Inventory shall be provided in Excel format.

Total cost for annual Test and Inspection

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SECTION E. BID FORM CONT.

ATTACHMENT V
FIRE DOORS BID FORM

School	Fire Doors	Cost Per Door
Ebinport	1	
Lesslie	1	
Old Pointe	1	
Richmond Drive	1	
Rosewood	2	
Sunset Park	1	
Sylvia Circle	1	
Castle Heights	11	
Dutchman Creek	1	
Rawlinson Road	1	
Saluda Trail	7	
Sullivan	2	
Northwestern	3	
Rock Hill High	3	
Edgewood Center	1	
TOTAL	37	
Total cost for annual Test and Inspection		

***PLEASE NOTE THIS BID COULD BE AWARDED TO MULTIPLE VENDORS**

***ALL PRICES SHALL REMAIN FIRM FOR NOT LESS THAN 120 DAYS FROM THE BID DATE**

Additional Information requested

List any subcontractor that shall be used to perform any of the services	

BIDDER'S STATEMENT OF ASSURANCES AND COMPLIANCES

The Undersigned, as a responsive bidder, certifies that the General and Special Conditions of this bid have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid as indicated below:

1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document; and
2. Currently complies with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices; and
3. Is not guilty of collusion with, other vendors possibly interested in this bid, in arriving at or determining prices to be submitted; and
4. That such agent, as indicated below, is officially authorized to represent the firm in whose name the bid is submitted.

FIRM REPRESENTED	AGENT
Name of Firm:	Signature of Agent:
Street Address:	Printed Name
City & State:	Title
Zip Code:	Date
Telephone No.	Cell No.
Email:	

Minority Vendor Yes _____ **No** _____ **If yes, Certificate #** _____