



Rock Hill School District
Request for Proposals

RFP17-1816
Visitor Management System

Date: April 20, 2018

Pre-Proposal Meeting: May 1, 2018 at 2:00PM

Questions can be submitted using Vendor Registry
or emailed to LROBINSONLEE@RHMAIL.ORG
Deadline for additional information and questions is:

May 3, 2018 at
12:00 P.M. (EST)

Response Deadline:
May 16, 2018
2:00 P.M. (EST)

Send Hard Copies and CD's to:
Purchasing Department
Attention: RFP17-1816 Visitor Management Software
2171 West Main Street
Rock Hill, S.C. 29732

LaWana Robinson-Lee, Director

LaWana Robinson-Lee, CPPO, CPPB

TABLE OF CONTENTS

I.	GLOSSARY OF TERMS	3
II.	GENERAL INFORMATION	5
III.	PURPOSE.....	5
IV.	SCOPE OF WORK.....	5
VI.	SYSTEM SOFTWARE.....	7
VII.	TRAINING AND SUPPORT	7
VIII.	ELABORATION AND CLARIFICATION	7
IX.	RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT.....	7
X.	EVALUATION CRITERIA	9
XI.	TENTATIVE SCHEDULE OF EVENTS.....	10
XII.	AWARD CRITERIA.....	11
XIII.	GENERAL INFORMATION AND INSTRUCTIONS	11
XIV.	TERMS AND CONDITIONS	15
XV.	APPENDICES	23
	APPENDIX I- FUNCTIONALITY AND FEATURES.....	24
	APPENDIX II- NON-COLLUSION AFFIDAVIT.....	26
	APPENDIX III- REFERENCE QUESTIONNAIRE	27
	APPENDIX IV- COST SHEET	29

I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

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

Capability: The ability of a bidder to fulfill the contract at time of award.

Consultant: To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.

Consultant Services: Services of an advisory nature to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in house or from within the entity.

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

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference(Meeting): A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Request for Proposals (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-

RFP17-1816 Visitor Management System

step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

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

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

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

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

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

(Definitions above provided by the National Institute of Governmental Purchasing and Free Dictionary.com)

II. GENERAL INFORMATION

This solicitation is a Request for Proposals (RFP). A pre-proposal meeting will be held on May 1, 2018 at 2:00 P.M. in the Purchasing Department for Rock Hill Schools located at 2171 West Main Street, Rock Hill, SC 29732. Sealed proposals will be received by Rock Hill Schools for the above titled project. Proposals should be submitted to Vendor Registry and hard copies received no later than 2:00 p.m., local time, May 16, 2018. Submittals shall be sent to *Rock Hill Schools, Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732 Attn: RFP#17-1816 Visitor Management System*. Rock Hill Schools will conduct a formal selection process to determine the best qualified respondent that meets the District's needs and budget. A selection committee will review the proposals, evaluate, and score. Top scoring proposers will be short-listed and invited to interview (if necessary) for the project. The determination of the successful respondent will be based on a variety of criteria including, but not limited to, the expected quality of the service and its recommendations, qualifications and experience of the respondent and the cost to the District.

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

III. PURPOSE

The purpose of this request for proposal is to seek a qualified Contractor to provide the necessary systems, software, training and related services for the implementation of a Visitor Management System (VMS) for the Rock Hill School, hereinafter referred to as "District". The start date for this contract shall be July 2, 2018. The selected Contractor shall be expected to begin training to District staff in the month of July 2018.

IV. SCOPE OF WORK

The District currently utilizes Raptor for the visitor management platform. The District currently has 30 sites each with their own license. The licenses allow for unlimited users per site. The current equipment used are:

- HP Desktops or HP Laptops with Windows 7
- Scanshell Driver's License Scanners
- 3M CR5400 Duplex Scanner (only at 4 locations)
- Dymo Twin Turbo Label Printers

This scope of work is to be used as a guide to meet the mandatory requirements necessary to complete this project. Respondents shall be deemed non-responsive if the mandatory requirements are not met. The Contractor is to provide a secure and stable system to the District and shall be fully responsible for the implementation, training and ongoing support of the system.

Technical Requirements:

- A. Each license must allow for unlimited users.
- B. Must record the time of arrival and departure for all visitors.
- C. Software must have the ability to generate reports district-wide, school specific or on individuals with customizable search parameters for analytical and investigative purposes. VMS must include a

RFP17-1816 Visitor Management System

- centralized management and administrative software component. VMS must retain all visitor management system data with the ability to query this archived data;
- D. Must have the ability to read data from federal and state government issued forms of identification;
 - E. Must have the ability to easily accommodate manual identification entry option in the absence of scanned identification at the check-in.;
 - F. Must query the official National Sex Offenders' registry;
 - G. Must allow for users to key in information to flag visitors with specific messaging as needed, such as prohibited person check;
 - H. Must automatically generate instant, confidential alerts upon detection of a 'flagged/excluded' visitor via electronic platform (SMS, Email, etc.) to multiple end-users.
 - I. Must support real-time mobile access to any school specific visitor registry, including photographs, via IOS/Apple, Android and Windows devices with automatic software updates;
 - J. Must include the capability for false alerts on common names;
 - K. Must provide timely system upgrades and patches to resolve any system problems;
 - L. Must provide a high-quality level of support and, when necessary, on-site support for the entire term of the contract;
 - M. Must provide immediate telephone support when required; and
 - N. Must provide a direct/primary sales representative.
 - O. Site license must allow multiple seats within that location without additional cost. (Reception Area, Attendance Office, In-School Suspension Office)
 - P. VMS must have the ability to accept imported data from other relational databases for our Volunteer data.

Optional Technical Requirements

- A. The ability for VMS to link to data in PowerSchool (student data management system) is desirable for the linking of student information, parent/guardian information, student attendance, student tardy.
- B. Web-based client is preferred.
- C. System that captures real-time color photograph of the visitor is preferred; however, a federal or state issued identification picture is acceptable if image quality is high enough to be suitable for visual identification. Photograph must be retained and remotely accessible in the event of a crisis.
- D. System process to include alert function to notify users of multiple tardies at the time of student sign-in.
- E. VMS must have the capability to record personal data for adult when a student is signed out of school. (For example scan a license to document the person who picked the student up when they leave early.)
- F. Must record the time of tardy arrival and early departure for all students.

Data Management and Retention

The operational data must be immediately available via online query to properly authorized system users for the life of the system. Indicate the minimum and maximum periods of time that the District's data can be retained by the proposed system. In the event of the expiration or termination of the contract between the District and the Contractor, describe the process and costs for the transferring of all retained data from the proposed system.

VI. SYSTEM SOFTWARE

HP desktops and laptops using Windows 7 or Windows 10 64-bit operating system.

VII. TRAINING AND SUPPORT

Training and support of the proposed system is essential. The Contractor is expected to provide details on the following:

- The rollout process
- Training materials for administration and task functionality

VIII. ELABORATION AND CLARIFICATION

The District may ask any or all respondents to elaborate or clarify specific points or portions of their proposal. 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, and requirements delineated must be specifically noted and explained by the Contractor and must be submitted by **May 3, 2018** which is the last day for questions.

IX. RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

Written proposals shall include all of the information required in this Request for Proposal, and may include any additional information that the respondent deems pertinent to the understanding and evaluation of the proposal. Submittals print size shall be 12 pt. font minimum, on 8½ by 11 one sided or two. Submittals shall include the following information:

A. Cover letter and Company Overview

Name of primary contact

- i. Address
- ii. Telephone number
- iii. Email
- iv. State or Federal Certification Participation Program (Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business)

B. Executive Summary

Explanation outlining your Company's qualifications for providing this type of product. This should include any highlights, benefits, conclusion, assumptions, or general recommendations of the proposal.

C. Proposed Scope of Work, Project Understanding and Approach

The Contractor must clearly explain its understanding of the project and how its solution is the best overall value to the District. This explanation shall include the overall solution

and project approach. Include, at a minimum, those responsibilities listed in the Section IV and V above.

D. Qualifications and Experience

The Contractor shall provide evidence of the company's capacity to deliver successful objectives of this project along with evidence of projects similar in size for other school districts. Provide a summary of the Contractor's qualifications to successfully executing this project. Include at a minimum the following:

- Unique qualifications- What unique qualifications does the Contractor have that will ensure project success?
- Project team- Contractor must demonstrate management and staff qualifications and capability to staff and supervise the development, installation, integration and testing of the proposed system.
- Technical capability- Contractor must clearly demonstrate its technical qualifications to deliver and support the installation and testing of the proposed system. The Contractor should demonstrate extensive knowledge and experience in the technologies to be deployed.
- Vision- Contractor should clearly explain its role in the electronic visitor management community and vision for the safety of children. What technology changes are planned that will enhance the performance and longevity of the systems being proposed. What current or future initiatives is the Contractor involved with that will enhance functionality over time?

Provide five (5) references from other K-12 school districts using the system proposed in the past three (3) years. Include the following:

- School name and location
- Name and contact information
- Date of installation
- Clear indication of size of installation (e.g., number of systems, licenses, etc.)

Each reference is required to complete the Reference Questionnaire (Appendix III) and the questionnaire shall be submitted with your response. Failure to return the Reference Questionnaire shall result in a lower evaluation. The list of references must include complete contact information (company name, contact person's name and signature, address, direct phone number and e-mail address) for individuals with knowledge of the Contractor completed work on projects that are substantially similar to the services as outlined in this RFP.

E. Technical Proposal

All respondents should confirm their compliance with the Technical requirements detailed in the Scope of Work. The Contractor must also complete Appendix II-Functionality which is to be submitted back with your response.

F. Cost Proposal

The cost proposal Appendix IV shall be submitted separately in a sealed envelope.

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

G. Appendices

- Appendix I- Functionality
- Appendix II- Non-Collusion Affidavit
- Appendix III- Reference Questionnaire
- Appendix IV- Cost Proposal

All responses should be submitted to Rock Hill School District no later than May 16, 2018 at 2:00 PM. Contractors shall deliver one (1) original **UNBOUND** copy, five (5) hard copies and one (1) USB drive of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **“RFP#17-1816 Visitor Management System.”** All late proposals will be rejected. The District is not responsible for late RFP’s caused by delays in mail delivery or a delay in any other method of delivery.

X. EVALUATION CRITERIA

The committee, comprised of District employees, 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 June 5-6, 2018, in order to make a final decision. The short listed Contractors 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:

RFP Evaluation Criteria	Rating Percentage
<p>1. Technical Proposal</p> <p>Proposers will be evaluated on their compliance of the technical specifications detailed in the Scope of work and the completeness and quality of the</p>	Max. 40%

documentation of the technical proposal for the proposed system.	
<p>2. Cost</p> <p>This will be calculated separately after the panel evaluation.</p>	Max. 25%
<p>3. Experience and Qualification</p> <p>Evaluation will include relevant experience and qualifications, key personnel, record of past performance (including references), quality of completed projects, and experience with similar projects.</p>	Max. 20%
<p>4. Project Approach and Understanding Plan</p> <p>Proposers will be evaluated on the effectiveness of the Contractors organizational project management structure and their facility capabilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet the implementation schedule.</p>	Max. 15%

XI. TENTATIVE SCHEDULE OF EVENTS

Proposal Issue Date	April 20, 2018
Non-Mandatory Pre-Proposal Meeting	May 1, 2018 at 2:00PM
Last Day for Questions	May 3, 2018 at 12:00 PM
Proposal Due Date	May 16, 2018 at 2:00 PM
Interviews (If required)	June 5-6, 2018
Intent to Award (tentatively)	June 11, 2018
Contract Implementation	July 2, 2018

A **non- mandatory** pre-proposal conference will be held on May 1, 2018 at 2:00 pm in the Purchasing Department located at 2171 West Main Street, Rock Hill, SC 29730. Teleconference will be used for Contractors who are unable to physically attend. Contact LaWana Robinson-Lee at lrcobinsonlee@rhmail.org for information and reference RFP17-1816 Visitor Management System Teleconference attendance in the subject line.

XII. AWARD CRITERIA

It is to the sole discretion of the District to determine the award method. Awards will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District.

XIII. GENERAL INFORMATION AND INSTRUCTIONS

A. Request for Proposal Process

This RFP does not commit Rock Hill School District to pay for direct or indirect costs. Any costs associated with RFP preparation, pre-bid conferences, selection interviews, and any other company activity prior to award of a contract shall be at the Contractor's expense. Rooms, meals, travel, telephone, data processing (including programming), and secretarial costs associated with the project shall be at the Contractor's expense.

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

B. Questions

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

The deadline for additional information and questions is May 3, 2018 by 12:00 P.M. (EST). The District will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from Rock Hill School District.

No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, Deputy Superintendent 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.

C. Confidentiality

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

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

Each respondent shall become fully acquainted with the District's requirements and the scope of the services to be provided. Respondents have a duty to request any information from the District as it deems necessary to prepare the RFP. Such requests shall be made in compliance with the Elaboration and Clarification section of the RFP. No change order will be granted or additional compensation permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent's duty to become acquainted with the District's circumstances and requirements.

E. Time for Receiving Proposals

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

F. Submittal of Proposals

All responses to this RFP must be clearly marked **RFP17-1816 Visitor Management System**. A minimum of one (1) original **UNBOUND** copy, five (5) hard copies and one (1) USB drive containing the proposal shall be submitted. All RFP's shall be submitted no later than May 16, 2018 at 2:00 P.M. and the USBs and hard copies shall be submitted to Rock Hill School District Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732. All late proposals will be rejected. The District is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

G. Acceptance and Rejection

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

H. Acceptance Period

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

I. Cancellation of Proposals

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

J. Bidders Present

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

K. Conflict of Interest

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

L. Collusion

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

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

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

M. Force Majeure

Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

N. Sales Tax and/or Use Tax

Do not include any taxes that the District may be required to pay in the quote price. All prices and notations should be printed in ink or typewritten. Upon submission of a quote, the Purchasing Department will compute 7% sales and use tax when applicable (service and labor excluded), in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 117-174-95.

Q. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the purchaser.

R. Manufacturers Brochures and Specifications Data

Bidders shall submit manufacturer's brochures and specifications data as part of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

S. Default

In case of default, the Purchaser reserves the right to purchase any or all items and/or services on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting contractor shall be considered until the assessed charges have been satisfied.

T. Non-Appropriations

Any contract entered into by the purchaser resulting from this request for proposal 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 year.

U. Bid Opening Delay

If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.

V. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District.

W. Exceptions

Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

XIV. TERMS AND CONDITIONS

A. 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.

B. 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.

C. 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.

D. Termination

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

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

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

E. Examination of Records:

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.

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.

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

G. 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.

H. Right to Protest (Section 4210)

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

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

I. 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.

J. 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.

K. 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.

L. "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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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@rhmail.org with the Company name and purchase order# referenced in the subject line.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. Price Adjustment Based on Contractor's Cost

Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Contract Administrator.

Y. 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.

Z. 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.

AA.Suspension and Debarment

By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or 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.

BB. Idemnity

Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, 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.

CC. 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:

WORKERS’ COMPENSATION

RFP17-1816 Visitor Management System

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

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

COMMERCIAL AUTOMOBILE LIABILITY

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

DD. Workmanship

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

EE. Liability

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

FF. Subcontracting

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

GG. Laws

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

HH. Safety, Damage, or Theft

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

II. Security

RFP17-1816 Visitor Management System

The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

JJ. Unauthorized Personnel

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

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

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

XV. APPENDICES

Appendix I- Functionality

Appendix II- Non-collusion Affidavit

Appendix III- Reference Questionnaire

Appendix IV- Cost Sheet

APPENDIX I- FUNCTIONALITY AND FEATURES

Functionality & Features				
Functionality	Mandatory	Optional Feature	Not include in Proposal	Included in Proposal on Page Number
VMS must record the time of arrival and departure for all visitors.	✓			
Software must have the ability to generate reports district-wide, school specific or on individuals with customizable search parameters for analytical and investigative purposes. VMS must include a centralized management and administrative software component. VMS must retain all visitor management system data with the ability to query this archived data	✓			
VMS must have the ability to read data from federal and state government issued forms of identification	✓			
VMS must have the ability to easily accommodate manual identification entry option in the absence of scanned identification at the check-in	✓			
VMS must query the official National Sex Offenders' registry	✓			
VMS must allow for users to key in information to flag visitors with specific messaging as needed, such as prohibited person check	✓			
VMS must automatically generate instant, confidential alerts upon detection of a 'flagged/excluded' visitor via electronic platform (SMS, Email, etc.) to multiple end-users	✓			
VMS must support real-time mobile access to any school specific visitor registry, including photographs, via IOS/Apple, Android and Windows devices with automatic software updates;	✓			
VMS must include deconfliction capability for false alerts on common names	✓			
Vendor must provide timely system upgrades and patches to resolve any system problems	✓			
Vendor must provide a high-quality level of support and, when necessary, on-site support for the entire term of the contract	✓			
Vendor must provide immediate telephone support when required	✓			
Vendor will provide a direct/primary sales representative	✓			

RFP17-1816 Visitor Management System

Vendor shall provide evidence of their company's capacity to deliver successful objectives of this project along with evidence of projects similar in size for other school districts	✓			
The ability for VMS to link to data in PowerSchool (student data management system) is desirable for the linking of student information, parent/guardian information, student attendance, student tardy		✓		
Web-based client is preferred		✓		
System that captures real-time color photograph of the visitor is preferred; however, a federal or state issued identification picture is acceptable if image quality is high enough to be suitable for visual identification. Photograph must be retained and remotely accessible in the event of a crisis		✓		
VMS must have the capability to record personal data for adult when a student is signed out of school. (For example scan a license to document the person who picked the student up when they leave early.)		✓		
Must record the time of tardy arrival and early departure for all students.		✓		

APPENDIX II- NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

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

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

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

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

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

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX III- REFERENCE QUESTIONNAIRE

Contractor Name: _____

Please answer the questions below in reference to the Contractor listed above. You are receiving this reference because the company has provided your entity with an electronic visitor management system within the past five (5) years. Your response to the questions below will be most helpful in the selection process.

(Please print legibly)

1. Did your entity have visitor management system from the Contractor?

2. Did the Contractor provide this system for you in the past 5 years?

3. How many schools does this system service?

4. Was customer support/service readily available? Did you experience any issues when requesting service?

5. Did the Contractor provide comprehensive training to your entity staff as contracted? If not, explain.

6. Did you experience any performance-related issues with the system during the contract? If so, please explain in detail.

7. Now after having this system and services from the Contractor are there any things that you wish you had known in advance before contracting with them?

8. On a scale of 1 to 5, with 5 being the highest, how satisfied were you with the system provided? If rated less than 5, please state the reason.

1 2 3 4 5

To be completed by the person completing this Reference Questionnaire

Reference Entity Name: _____

Contact Name: _____

Contact Signature: _____

Address: _____

Email: _____

Phone Number: _____

Date: _____

APPENDIX IV- COST SHEET

Initial Software Cost	
Set up and Installation	
Training	
Maintenance and Support	
Total First Year Cost *This amount will be evaluated*	*

Additional Costs

Itemized Equipment Cost	
Year 2 License Fee	
Year 3 License Fee	
Year 4 License Fee	
Year 5 License Fee	
Training On Site (per hour)	
Training Off Site (per hour)	

Future Purchases (List all)

Labels	
Plain Paper Rolls (not tacky)	

Please submit and itemized equipment cost for future purchases.

The District reserves the right to negotiate all costs