	<b>Rock Hill Schools</b>  <b>Request for Proposal (RFP)</b>	<b>Solicitation Number</b> <b>Date Issued</b> <b>Procurement Officer</b> <b>Phone</b> <b>E-Mail Address</b>	<b>23-2412 RHSD (RHSD-2024-001)</b> <b>January 26, 2024</b> <b>Page Putnam</b> <b>803-981-1054</b> <b>PPutnam@rhmail.org</b>
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### Cabling Upgrades

**DUE DATE (Opening Date/Time):** Thursday, February 29<sup>th</sup>, 2024 at 11:00 a.m.

**MANDATORY PRE-BID WALK THROUGH:** Thursday, February 8<sup>th</sup>, 2024 9:00 a.m. at Rawlinson Road Middle School

**LAST DAY FOR QUESTIONS:** Thursday, February 15<sup>th</sup>, 2024 at 11:00 a.m.

**NUMBER OF PROPOSALS TO BE SUBMITTED:** one (1) original UNBOUND copy, three (3) hard copies and one (1) USB drive must be hand delivered **or** mailed to the address below. One (1) additional copy must be submitted to Service Associates (see page 4).

#### SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

<b>PHYSICAL MAILING ADDRESS:</b>
Rock Hill Schools Procurement Services 386 East Black Street Rock Hill, SC 29730 <b>Solicitation Number and Opening Date must appear on the envelope.</b>

<b>CONFERENCE TYPE:</b> Pre-Bid Walk Through	<b>LOCATION:</b> begins at Rawlinson Road Middle School
<b>ADDENDUM(S)</b>	Any addendum(s) will be posted at the following web address: <a href="http://www.rock-hill.k12.sc.us">http://www.rock-hill.k12.sc.us</a> All questions must be directed to: <a href="mailto:2024Rockhill@district.us.com">2024Rockhill@district.us.com</a>
<p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</p> <ul style="list-style-type: none"> <li>Bound by the requirements, terms, stipulations, and terms of the solicitation.</li> <li>Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.</li> <li>Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.</li> </ul>	
<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)	<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) <ul style="list-style-type: none"> <li><input type="checkbox"/> Sole Proprietorship</li> <li><input type="checkbox"/> Partnership</li> <li><input type="checkbox"/> Corporate entity (not tax-exempt)</li> <li><input type="checkbox"/> Tax exempt corporate entity</li> <li><input type="checkbox"/> Government entity (federal, state, or local)</li> </ul>
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	

<b>TITLE</b> (Business title of person signing above)		<input type="checkbox"/> <b>Other</b> _____ (See "Signing your Offer" provision)
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	
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.		
<b>STATE OF INCORPORATION</b> (If offeror is a corporation, identify the State of Incorporation.)		<b>TAX IDENTIFICATION NUMBER:</b>

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

### ACKNOWLEDGMENT OF ADDENDUM(S)

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

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum 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 ☐

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## I. GENERAL INSTRUCTIONS

### 1. INSTRUCTIONS TO BIDDERS:

- A. Proposals shall be publicly opened at **11:00 AM** on, **FEBRUARY 29, 2024**. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed Proposals shall be mailed to the **Procurement Services Attention: RFP# 23-2412 (RHSD-2024-001)** located at 386 East Black Street Rock Hill, SC 29730.
  - B. Proposals shall be submitted **NO LATER THAN 11:00 AM** in the place and manner as described in paragraph 1A above. Proposals received after 11:00 AM shall be late Proposals. Late Proposals shall not be considered for award and will be returned to the vendor unopened.
  - C. Proposal responses delivered via common carrier should be shipped in sufficient time prior to the due date to allow adequate transit time and to avoid any unforeseen delivery delays.
  - D. One additional hardcopy of the proposal must be submitted as follows: **Service Associates, Inc. ATTN: Oliver Frail RFP# 23-2412 (RHSD-2024-001), 225 Cook Street, Rural Hall, NC 27045**.
  - E. The District shall not accept responsibility for unidentified Proposals.
  - F. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
  - G. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
  - H. The District shall not accept oral, emailed, or FAXED Proposals.
  - I. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"  
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"
  - K. **MANDATORY PRE-BID WALK THROUGH** - There will be a Mandatory Pre-Bid Walk Through beginning at 9:00 AM on **Thursday, February 8<sup>th</sup>, 2024** starting at Rawlinson Road Middle School, 2631 West Main Street, Rock Hill, SC 29732. If necessary, the Walk Through will resume at 9:00 AM on Friday, February 9<sup>th</sup>, 2024 where the district left off on February 8<sup>th</sup>, 2024. All interested service providers wishing to participate in the Mandatory Pre-Bid Walk Through are requested to register their interest in attendance by emailing [2024Rockhill@district.us.com](mailto:2024Rockhill@district.us.com) prior to the walk through.
  - L. Vendors will be required to sign in at the front office at each location included in the walk through and only those vendors in attendance at all locations will be eligible to provide a proposal. Please understand classes are in session and this special access provided by the district must not cause a disruption in instruction or administration. Any questions that come from walking the buildings and viewing the sites must be submitted to [2024Rockhill@district.us.com](mailto:2024Rockhill@district.us.com) and answers will be provided by release of an addendum.
2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
3. **AMBIGUOUS PROPOSALS:** Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
4. **BIDDERS QUALIFICATIONS:** Proposals 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. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.

**5. ACKNOWLEDGEMENT OF ADDENDUM(S):**

- A. Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B. It is the bidder's responsibility to determine whether they have received any or all addendum(s).

**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. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities conducted under this Contract on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

**7. COMMUNICATION WITH PROSPECTIVE BIDDERS:**

- A. Questions regarding this RFP MUST be in writing VIA EMAIL to RFP# 23-2412 (RHSD-2024-001), [2024Rockhill@district.us.com](mailto:2024Rockhill@district.us.com). All other communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.
- B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
- C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this solicitation for any reason except as authorized by the Director of Procurement Services. Violation of this provision may result in rejection of the vendor's response.
- D. Questions will be answered by issue of Addenda sent out to the entire list of potential offerors that have registered by email at [2024Rockhill@district.us.com](mailto:2024Rockhill@district.us.com). Addenda will also be posted to the Form 470 within the EPC Portal. 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. WITHDRAWAL OF PROPOSALS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of Proposals. All requests to withdraw Proposals must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

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

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

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

- 12. 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 Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded
- 13. DISTRICT CLOSINGS:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.
- 14. 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 Procurement Services. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Proposals 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 Procurement Services. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.
- 15. 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.
- 16. 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.
- 17. BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.
- 18. POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the Procurement Services Department website and Vendor Registry.
- 19. PROPRIETARY INFORMATION:** 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."

**20. PREFERENCES:**

- a) SC/US End Product: Section 11-35-1524 provides a preference to vendors offering SC- end products or US- end products if those are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible product identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms “made”, “manufactured” and “grown” are defined by Section 11-35-1524(A). By signing your offer, you are certifying that the end- product (s) is/are either made, manufactured or grown in South Carolina or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. SC End Product preference does not apply if Federal Funding is involved. US End Product is available upon request IF Federal Funding is involved.
- b) Domestic Preference Under A Federal Award: As appropriate and to the extent consistent with law, the District will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c) Preferences – Resident Contractor Preference: To qualify, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a service which has been operated as such by the responder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours /week each. In addition, at the time you submit your bid, you must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35- 1524(C) (1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). This preference does not apply if Federal Funding is involved.
- d) Preferences - Resident Vendor Preference: To qualify, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). This preference does not apply if Federal Funding is involved.

- 19. 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. The award basis is stated in the award criteria.

Therefore, individual prices per item must be indicated on the Proposal form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof. In the event that identical proposals are received on like items, the Director of Procurement Services shall award proposals in accordance with the District’s Procurement Code.

This solicitation document, any addendum(s), and record of negotiation will become a part of the contract when awarded.

## **II. TERMS AND CONDITIONS**

- 1. 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
- 2. TERMINATION:** Subject to the provisions contained below, this Contract may be terminated by either party with thirty (30) days notice, unless otherwise written. Contractor shall be compensated for any work completed at the time of termination.
  - a. District’s Termination for Convenience: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
  - b. Contractor’s Termination for Convenience: Contractor’s failure to include an appropriate termination for convenience clause in any subcontract shall not:
    - affect the District’s right to require the termination of a subcontract
    - increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.
  - c. Contractor’s Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor’s right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
  - d. Right to Supplies: The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer:
    - i. any completed supplies; and

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

**e. Compensation:**

- i. The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with paragraphs (b) and (c) of this section ("2").
- ii. The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under paragraph (d) of this section ("2"), and the contract price of the work not terminated;
- iii. Absent complete agreement under paragraph heading "2. TERMINATION", the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under paragraph (a) of this section ("2"), shall not duplicate payments under this subparagraph:
  - o contract prices for supplies or services accepted under the contract;
  - o costs incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
  - o any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the number of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under paragraph (d) of this section ("2"), and the contract price of work not terminated.
- iv. Contractor must demonstrate any costs claimed, agreed to, or established under paragraphs (a) and (c) of this section ("2") using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

**f. 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(s). Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision shall apply.

**3. EXAMINATION OF RECORDS:**

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

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

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

4. **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. Contract price is deemed "Fair and Reasonable" and in compliance with Local, State, and Federal Laws and Regulations.
5. **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.

6. **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.
7. **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.
8. **"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.

9. **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.
10. **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
- 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](mailto:APINVOICES@rhmail.org) with the Company name and purchase order# referenced in the subject line
- Rock Hill School District will not process the final payment until all goods and/or services are received/rendered to the district.

- 11. 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.
- 12. 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.
- 13. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOLS 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.
- 14. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 15. 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.
- 16. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill Schools, 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.

17. **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. Contractor and/or Subcontractor acknowledges that Rock Hill School District is not responsible or liable for insurance premiums or polices for the Contractor. In addition, Contractor and/or Subcontractor acknowledges that it solely responsible for, and shall promptly pay, all employer taxes, withholding requirement, etc., on its employees.

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

- A. **WORKERS’ COMPENSATION**  
Statutory limits covering all employees, including Employer’s Liability with limits of:  
\$500,000      Each Accident  
\$500,000      Disease - Each Employee  
\$500,000      Disease - Policy Limit
- B. **COMMERCIAL GENERAL LIABILITY**  
Covering all operations involved in this Agreement.  
\$1,000,000      General Aggregate  
\$1,000,000      Products/Completed Operations Aggregate  
\$1,000,000      Each Occurrence  
\$     5,000      Medical Payments
- C. **COMMERCIAL AUTOMOBILE LIABILITY**  
\$1,000,000      Combined Single Limit - Any Auto

18. **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. The parties agree that during the term of this Agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

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

**Subcontracting**

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

**Laws**

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

**20. 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.

**21. SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill Schools' 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.

**22. 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).

**23. 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.

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

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

**25. CONTRACT DOCUMENT:** This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded. Any changes to this Contract, which are mutually agreed upon between Contractor and/or Subcontractor and the District, shall be incorporated in written amendment to this Contract and will not become effective until the amendment is signed by each party. Appropriate staff of the District and Contractor and/or Subcontractor can meet on an as needed basis to evaluate this Contract based on the responsibilities for each party.

**26. STUDENT AND STAFF SAFETY:** The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted annually or more frequently or as required by the District if the bidder has the potential to be in the presence of students. Student, parent, and participant information shall be kept confidential and shall not be disclosed for any purpose.

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statutes and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering

any of the Rock Hill Schools facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

- 27. ROCK HILL SCHOOLS COVID-19 GUIDELINES:** Due to Rock Hill Schools COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SC DHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves and masks available, screening all onsite personnel daily using the District's COVID-19 Screening Form which includes symptomatic screening questions and a temperature check. If any of the listed symptoms are present or if the worker's temperature is greater than 100.4, the worker will not be allowed on site. Contractors agree to notify the District if any onsite personnel report symptoms.
- 28. SEVERABILITY:** Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement remain in full force and effect.
- 29. CONFIDENTIALITY:** As outlined in the Family Educational Rights and Privacy Act (FERPA), student data is confidential and shall not be shared in any form with anyone other than the student, the student's parent(s) or legal guardian(s), except as directed by site administrator or appropriate district staff.

Rock Hill School District expects Contractor to respect the confidentiality of information obtained during their professional work. Information is revealed only with the informed consent of the client, except in those situations in which failure to release information would result in clear danger to the client or others. In addition to the ethical standards of confidentiality, laws exist to protect the privacy of individuals. Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the students' records in all schools that receive federal funding. Consent is needed to allow release of records to others, except in special circumstances (e.g., health, safety, legal request etc.).

### **III. ADDITIONAL CONTRACT PROVISIONS FOR FEDERAL AWARDS**

Expenditures or contracts involving Federal funds are subject to Federal Rules and Regulations. The below provisions apply to Non-Federal Entity Contracts under Federal Awards (if applicable to the contract):

- A. EQUAL EMPLOYMENT OPPORTUNITY. EQUAL OPPORTUNITY CLAUSE:** During the performance of this contract, the contractor agrees as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants

are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."; and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by the Executive Order(s) listed in section "V, item A. iv." of this document, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized the Executive Order(s) listed in section "V, item A. iv." of this document, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order(s) listed in section "V, item A. iv." of this document, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject

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

**B. DAVIS-BACON ACT:** Compliance with the Davis-Bacon Act:

- i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- iii. Additionally, contractors are required to pay wages not less than once a week.
- iv. Contractors must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):

- i. Overtime Requirements (40 U.S.C. 3702): No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. Health and Safety Standards (40 U.S.C. 3704): Standards are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- iii. Violation; Liability for Unpaid Wages, Liquidated Damages: In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause in this section.
- iv. Withholding for Unpaid Wages and Liquidated Damages: The Federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause.

- v. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses in this section.

**D. CLEAN AIR ACT:**

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

**E. FEDERAL WATER POLLUTION CONTROL ACT:**

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

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

- G. REMEDIES:** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract and provide for such sanctions and penalties as appropriate.

- H. PROCUREMENT OF RECOVERED MATERIALS:** For contracts using Federal Funding, Contractor and subcontractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- I. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- J. **PROHIBITION OF CERTAIN COMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
  - 2) Extend or renew a contract to procure or obtain; or
  - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### IV. 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.

**Firm:** A for-profit business, usually formed as a partnership that provides professional services, such as legal or accounting services. The theory of the firm posits that firms exist to maximize profits.

**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-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)*

## V. INTRODUCTION

This solicitation is a Request for Proposal (RFP). Rock Hill Schools will conduct a formal selection process to determine the best qualified offeror's that meet the District's requirements as indicated herein. A selection committee will review and evaluate the submittals. The submittals will be assessed in accordance with the following evaluation criteria:

- Cost 50%
- Qualification and Experience 30%
- Past Performance 10%
- Project Approach and Understanding Plan 10%

Top scoring respondents may be short-listed and invited to an interview.

Rock Hill Schools is an equal opportunity employer and encourages Local Business and Small Women-Owned, Minority Business Enterprise (SMWBE) 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.

## VI. GOALS AND OBJECTIVES

- a) The objective of this Request for Proposal (RFP) is to contract with a single vendor to provide a complete network cabling solution for wireless access point network cabling, as well as demolition and disposal of existing outdated cabling, at several instructional facilities within the District.
- b) An objective is to meet the cabling needs in the most cost effective and efficient manner. The vendor will have to separate billing to distinguish cabling installation charges that are 100% eligible for E-Rate reimbursement from charges that are not 100% eligible for E-Rate reimbursement. The quantities described in this RFP are estimates only.
- c) An objective is to obtain fixed pricing to add capacity to the end-to-end network cabling system to support for wireless access point network cabling at several locations within the District. Any RFP response that does not outline pricing on a "Firm/Fixed price" basis, may be eliminated from further consideration.

## VII. BACKGROUND

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act.

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contracts(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

**VIII. SCOPE OF SERVICES**

Rock Hill Schools is a SC Public School District with 28 instructional locations and a District Office, and total enrollment of approximately +/- 16,000 students. The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to provide a complete network cabling solution that covers all steps from the initial site survey to equipment acquisition and complete installation for wireless access point network cabling at several instructional facilities within the District. The RFP provides vendors with the relevant operational, performance, and architectural requirements of the system.

**SCOPES OF WORK FOR CABLING UPGRADES:**

Project includes installation of approximately 733 CAT6A cable runs. The approximate count per location is listed below. All cabling runs in this project are for wireless access point connectivity. Wireless access points are already in place. The project includes removal of the existing access point cabling runs in addition to removal of existing network gear (access point patch panels, jacks, etc.) and return them to one central location as designated by the District.

<b>District Locations</b>	<b>Approximate number of CAT6A Cable Runs</b>
RAWLINSON ROAD MIDDLE SCHOOL (RRMS)	<b>79</b>
NORTHWESTERN HIGH SCHOOL (NWHS)	<b>133</b>
DUTCHMAN CREEK MIDDLE SCHOOL (DCMS)	<b>80</b>
SULLIVAN MIDDLE SCHOOL (SLMS)	<b>89</b>
ROCK HILL HIGH SCHOOL (RHHS)	<b>143</b>
CASTLE HEIGHTS MIDDLE SCHOOL (CHMS)	<b>74</b>
SOUTH POINTE HIGH SCHOOL (SPHS)	<b>135</b>
<b>TOTAL</b>	<b>733</b>

1. **CABLE:** Data distribution shall be CAT6A GenSpeed 10 or equivalent. All data distribution cables shall meet or exceed the Category6A specifications. All cable installed in an air plenum environment must be plenum rated and have low smoke properties in accordance with the National Electric Codes. Vendor shall ensure that plenum-type cable is installed where required. All cabling, patch cables, and jacks for this project must be green to follow the Rock Hill Schools cabling color code. The contractor must be a certified installer of the manufacturer they are representing; they must also warrant the installation for at least 25 years or more. A statement of warranty must be included in your bid proposal. All cables installed must also be certified, and tested for the rated attenuation with reports provided.
2. **INSTALLATION:** Wireless access point/ device end drop locations will primarily be finished above drop ceilings. When finished above ceilings the CAT6A drop should be terminated into a 1-port surface mount box then a new CAT6A patch cable will connect the wireless access point to the surface mount box. Some access points will be wall mounted and may require the cabling to be finished through the walls with a terminated CAT6A jack and faceplate.
3. **RACEWAY AND CONDUIT:** Use existing raceway and cabling trays. Cable conduit may need replacing, or additional cable conduit may be required to accommodate the thicker CAT6A cabling. Drops unable to be fished should receive raceway (Non-metallic raceways inside of offices and metallic raceways that will route from above

the drop ceiling to the outlet locations. All necessary covers, end caps and fittings will need to be provided for a complete surface mount raceway. All colors of raceway must be coordinated with the Project Manager.

4. **CABLE INSTALLATION SPECIFICS:** All cable must be run inside the ceilings, walls, or within the raceway. Cables need to be properly dressed and secured. All cables and faceplates must be labeled with a machine generated label per industry standards and following Rock Hill Schools labeling protocol. The Rock Hill Schools labeling protocol for this project will be discussed during the walkthroughs. Cabling system within MDFs and IDFs will require new CAT6A: Patch panels, modular jacks, patch cables, and couplers. Installation includes all terminating required.

- a) All cables shall be independently supported throughout the entire project as recommended.
- b) All cables shall be protected from harm while passing through spaces that are not the property of the Owner.
- c) The contractor shall route in-groups or similar type color coded wiring (i.e., each green access point cable shall be grouped with its kind).
- d) Cables shall be routed point-to-point (home run). Cables shall not be spliced.
- e) All data cables runs must have a ten (10) foot service loop on the MDF/IDF end of the cable and a three (3) foot service loop at the device/jack end.
- f) All cabling installed in the ceiling must be hung at least 8-inches above the finished ceiling. All cable must be routed to avoid fluorescent light fixtures or electric motors.
- g) The outside sheath of any cable shall not be damaged.
- h) The contractor shall terminate cables properly on both ends.
- i) The contractor shall provide proper temporary protection for cables after pulling is complete but before final dressing and termination is complete.
- j) Cable shall not be left lying on the floor or on top of drop ceiling grids.
- k) The contractor shall use Velcro-styled straps to tie-wrap all cables. Tie-wrap shall occur on two (2) foot intervals.
- l) Traditional cable ties shall be used where required to properly support cables and to protect them from harm or other environmental elements (i.e., to be used in ceilings to keep cables off of lighting fixtures or ceiling grids).
- m) During installation, the contractor shall comply with the manufacturer's recommendation for pulling tensions.
- n) The contractor shall comply with the manufacturer's recommendation for the short- and long-term minimum bend radius.
- o) Installation includes J-Hooks as required.

5. **WORKSTATION TERMINATION:** All cable connecting hardware and terminations shall meet the following standards:

The contractor shall:

- a) Install all connecting hardware per manufacturer's instructions and recommendations.
- b) Field terminate all cables unless otherwise noted.
- c) Terminate cables in proper order and sequence.
- d) Utilize proper tools when performing terminations.
- e) Leave no more than a 0.50 inch of untwisted cable at the terminated ends.

6. **INFORMATION OUTLETS:** All 8-pin modules shall be CAT6A and wired according to wiring code. Provide the proper faceplate for the location.

7. **TYPICAL CONFIGURATION:** The typical above ceiling-tile surface mounted box terminated run shall contain one (1) modular keyed/non-keyed RJ-45 type jack unless specified as other on the drawings. All jacks will provide access point connectivity and shall be terminated sequentially on the patch panel. All colors for outlets and faceplates must be coordinated with the Project Manager.
8. **CABLE RUN LENGTH:** The maximum run of cable from any access point to an IDF closet, or to the MDF shall not exceed 290 linear feet with an allowance for patch cords. The overall length of the circuit (including patch cords) from the access point device to LAN equipment shall not exceed 100 meters.
9. **MDF/IDF TERMINATION DETAILS:**
  - a) All data station cables shall terminate sequentially on termination panels where they will be patched into the switches with new vendor provided RJ-45 CAT6A patch cables of shortest appropriate length to the network switch.
  - b) All data station cables shall be terminated onto rack-mounted patch panels. Patch panels shall be flat modular patch panels. Patch panel rack section installation must be coordinated with, and approved by the Project Manager.
10. **SWITCH STATION PANELS:** 24 or 48 port Category 6A rack-mounted modular patch panels, or equivalent, that accept modules for UTP cable. Patch panels shall be wired. All patch panels shall provide space for a label for each port. Installation Guidelines:
  - a) Provide and install modular patch panels onto racks in the IDFs for terminating the data distribution cables and tie cables.
  - b) Provide and install machine-printed label strips on the front and for each port of the patch panels.
  - c) Terminate the distribution cables in proper outlet labeling order.
  - d) Terminate individual cable pairs utilizing proper tool.
11. **STATION PATCH PANEL CONFIGURATION:**
  - a) The contractor shall install the data station cables such that the data ports appear from right to left on the station patch panel with "ex. A100 AP1" appearing next to "ex. A101 AP2" and so on across the entire row before moving down to the next row.
  - b) Each patch panel port shall have a typed, non-smearing label using a self-adhesive sticker indicating the port number in accordance with the Cable Identification and Labeling section.
  - c) All labels shall be machine generated. Hand-written labels will not be accepted.
  - d) Patch Cables: The contractor shall provide all patch cables required for completing Ethernet connections between the access point devices and network switches. Provide one (1) patch cord of the appropriate size for each end of the data cable installed. These patch cables should be double ended RJ-45 TIA Category 6A cables. Cables shall be of the same manufacturer of the structured cabling solution and shall be part of the channel warranty.
12. **CATEGORY 6 CABLE SYSTEM TEST:**
  - a) Each data outlet and cable shall be tested and certified for permanent link compliance with TIA Category 6A.
  - b) Each pair shall be tested end-to-end (from the outlet port through the port at Category 6A data patch panels). The installed patch cables shall be used at the test unit end so that the outlet, outlet termination, cable and termination block can be observed in the test.
  - c) End-to-end attenuation loss and near-end cross-talk shall be tested and shall meet or exceed Category 6A TIA 568-C requirements.
  - d) All tested cables shall pass all performed tests.
  - e) End-to-end attenuation loss and NEXT shall meet or exceed Category 6A, TIA 568-C requirements.

**Test Results:** the test results for all UTP cables shall include in the reports:

1. Overall cable length.
2. System continuity.
3. Proper connectivity.
4. Open pairs.
5. Short circuits.
6. Reversed pairs.
7. EMI noise induction.
8. Damaged cable.
9. Stretched, kinked or crimped cable.
10. Attenuation load in dB.
11. NEXT in dB.

**Successful Test / Certification:**

- a) The contractor shall download the results and measurements obtained from the cable point testing to a computer program. The contractor shall tabulate individual test results in chart and graph forms. The test result(s) shall be submitted to the owner and engineer for evaluation and approval.
- b) The contractor shall comply and implement all comments from the owner or the engineer without any additional cost to the owner. Upon receipt of approval, the contractor shall certify the cable and issue a warranty for a minimum of twenty-five (25) years.
- c) If a problem or fail test occurs, the contractor shall evaluate and remedy the problem without any additional cost to the owner.
- d) After a problem has been remedied, the contractor shall retest the circuit and resubmit the test result to the owner and engineer for analysis. The contractor is to continue this process until required results are achieved.
- e) The contractor is responsible for correcting and resolving any issues raised by the owner or its representative with respect to workmanship or deviation from standards stated herein.

**13. DOCUMENTATION:** Documentation is to be submitted for approval prior to commencement of work. The above tests results shall be furnished in writing to Rock Hill School District Tech office prior to acceptance. The contractor will provide all documents easily understood for each system as follows:

- a. Inside Wiring Cable Records (two (2) copies) showing station IDs and Cable Routes. Station cables shall be marked red. Riser cable shall be marked green. Inter-closet cable / tie cable (if applicable), shall be marked blue.
- b) Cross-Connect Reference Indexes for Cable, IDF and MDF I.D. (two (2) copies).  
*Material Lists for Network Cabling Projects:*
- c) Required for Cabling Project Bid– List all materials by Part Number, Brand, Description, and Quantity. This is mandatory to better evaluate each bid. Material List (Total Costs include everything needed to complete the project, (i.e. Patch Cables, Patch Panels, Keystone Jacks, Face Plates, etc.).

**14. VENDOR QUOTE REQUIREMENTS:**

All quotes must meet the following general requirements for network cabling/wiring:

- Data/Cabling Requested
- Cabling and all associated equipment and cabling will be required to provide data to access points.
- Vendor will provide parts, materials, installation and testing. Cabling maps for the sites are included in this RFP.
- Provide new data grade wiring from IDF/MDFs to designated Device Cable Termination (DCT)
- Termination of data cables at provided network patch panel

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- Cable colors (ex. Green for AP) and jacks' colors coordinated with the District's Color code protocol.
- Cables should be in available cable tray, suspended every 4 feet in drop ceilings using J or D style hooks or in enclosed conduit
- Labeling patch panels and wall plate jacks with indelible labels/ink indicating closet location and unique identified port number
- Color code ports per coordination with the District
- Provide testing with documentation of cable runs to meet specifications – end to-end
- The vendor must supply all supervision, tools, equipment, hardware, material, transportation, and construction, and all other related services unless specific provisioning by the customer has been denoted.
- The vendor is responsible for providing all necessary working/building permits required under this contract, which includes, local, state, or federal permits, as needed.
- The vendor will be responsible for repair of all damage to the building due to the negligence of its workers.
- During the contract period the vendor will abide by all fire and safety regulations.
- Upon completion of any repair, replacement or installation activity, the vendor must provide evidence of the completion with a successful test on said system with results provided to owner in owner specified format (s).
- The vendor will be responsible for the prompt correction of all defects in the system.
- The vendor must leave the premises clean and neat including having all ceiling tiles in place after each work session.
- All work must be coordinated through a designated contact before the beginning of the installation work and must be requested by the Network Administrator.
- *Cabling/Installation Specifications*
  - Responsive bidders will provide a complete design and itemized quotation for a Structured Cabling System.
  - Bidder is responsible for providing evidence that all materials and installation practices will meet or exceed BICSI specifications for CAT6 (minimum) materials and installation.

The District encourages interested service providers to offer proposals for any, each, or all of the categories of services listed above. The District will negotiate and award contracts as it deems necessary. It is the intent of the District to award two-year contract(s) featuring an option for voluntary extensions. The initial term may be voluntarily extended / renewed. Renewals will be in one-year increments and will be instated via a simple one-page voluntary amendment to extend the Contract Expiration Date one year and to be executed by the District and the Offeror. The extensions may be less than, but may not exceed three (3) additional one-year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the District of its intention in writing 90 days prior to the anniversary date. Any further extensions must be in accordance with the District Procurement Code.

Each location is connected via WAN and Internet access infrastructure provided by the District. The District's LAN/WAN environment is predominantly Ethernet and the Network Server platform is predominantly Microsoft. Fiber ring technology provides connectivity of each location to the District's WAN. A total of five fiber rings have been implemented to ensure the required bandwidth for each location, which varies from 1 Gbps to 2 Gbps for all of the District's elementary, middle, high and administrative facilities. The WAN fiber rings are connected to the District's server farm along with our internet connection, which is currently a 5 Gbps circuit.

The District's Network Systems that utilize Microsoft operating systems for both servers and user devices. Network Electronics include but are not limited to Cisco/Meraki wireless access points, Cisco/Meraki Network Gear, Brocade, and Palo Alto. The District maintains and adheres to the network design it has developed over time. The District will take this IT Standard into account as illustrated in the evaluation criteria on Page 29 of the RFP.

## IX. SERVICE PROVIDER REQUIREMENTS

The District expects the Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

1. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number).
2. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered **non-responsive**.
3. Products and services must be delivered before billing can commence.
4. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
5. Goods and services provided shall be clearly designated as "E-rate Eligible". Ineligible goods and services shall be clearly called out as 100% ineligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
6. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within five (5) days to questions associated with its proposal.
7. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC.
8. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

## X. UNIVERSAL SERVICE FUND

The Contractor must have a Form 498 ID Number and must be a vendor in good standing with USAC-SLD (the E-Rate Program). The District will post an FCC Form 470 on the USAC-SLD web site in conjunction with this RFP, and it is the intent of the District to file a FCC Form 471 Application(s) with the SLD for funding of these services. The successful Contractor must possess a Service Provider Identification Number (SPIN) and will be required to bill in accordance with SLD guidelines using the method determined by the District – Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR).

By submitting to this request for proposal the Contractor warrants that it is qualified under applicable Federal Communications Commission and South Carolina Public Service Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Agreement to schools, libraries, rural health care providers, agencies, institutions and consortia thereof, and other entities that are eligible for those allocations/disbursements on behalf, and for the benefit, of those entities, agencies and institutions. The Contractor also agrees to maintain those qualifications and to cooperate with the District in applying for and receiving these allocations/disbursements and applying these to any billing that would be received from the contractor for services.

## XI. ELABORATION AND CLARIFICATION

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. If, after examination of the various terms and conditions and requirements of this RFP, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. Questions regarding this RFP MUST be in writing VIA EMAIL to RFP# 23-2412 (RHSD-2024-001), 2024Rockhill@district.us.com. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page

number(s) that identify the conditions or requirements questioned by the Respondent by 11:00AM on **February 15, 2024** which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response.

**No questions may be directed to or contacts made with members of the Rock Hill Schools Board, 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 Bidder from further consideration.**

## **XII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT**

All proposals shall be submitted to Rock Hill Schools no later than **February 29, 2024** at 11:00 AM. Contractors shall deliver one (1) original **UNBOUND** copy, three (3) hard copies and one (1) USB drive of the information requested above. One additional hardcopy of the proposal must be submitted as follows: **Service Associates, Inc. ATTN: Oliver Frail RFP# 23-2412 (RHSD-2024-001), 225 Cook Street, Rural Hall, NC 27045**. 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# 23-2412 (RHSD-2024-001) RHSD Cabling Upgrades."** 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.

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

- 1. Pages 1 and 2 of this Request for Proposal.**
- 2. Company Background and Capability Statement**

The following information shall be listed in this section:

- Name of primary contact, address, phone number, and email.
- State the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

Also include the following descriptive information:

- Business philosophy and mission statement.
- Disclosure of any involvement by the organization or any officer of principal in any material business litigation, judgments, and/or list of bankruptcy or organization proceedings within the last five (5) years. Include the current status and/or disposition.

### **3. Qualifications and Experience**

The following are minimum requirements for the respondents. Failure to submit this information shall deem the Service Provider as non-responsive. Proposal shall include evidence of the following:

- E-rate 498 Supporting Documentation to show their current Service Provider Annual Certification (SPAC) status as active
- FCC Green Light Status

**4. Past Performance**

The Consultant must demonstrate their knowledge and expertise to perform the requirements of the scope of work, including network systems integration. Consultant shall have a proven track record of a minimum of five (5) years of experience and must provide five (5) references, on Appendix I, where similar services, as indicated in the Scope of Work, were performed in a K-12 environment only.

**5. Proposed Scope of Work, Approach and Understanding**

Describe how the company will complete the scope of work, beginning with preliminary meetings with the District through completion of the project. Include an organization chart of the key employees that will be assigned. Additionally, discuss why your company should be selected by the District.

**6. Cost Proposal**

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

**7. Appendices**

The Consultant shall complete the following Appendices:

- Appendix I- School Diagrams
- Appendix II- References
- Appendix III- Non-Collusion Affidavit
- Appendix IV- Conflict of Interest
- Appendix V- Certificate of Eligibility

**XIII. EVALUATION CRITERIA**

The committee, comprised of District employees and representatives, will review each submittal based upon the criteria listed below.

RFP Evaluation Criteria	Maximum Points
<b>1. Cost</b>	50%
<b>2. Qualifications and Experience</b> Evaluation will include relevant experience and required qualifications, key personnel, , and experience with similar projects.	30%
<b>3. Past Performance</b> Evaluation will include the review of past projects.	10%
<b>4. Project Approach and Understanding</b> Evaluation will include 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.	10%

**XIV. TENTATIVE SCHEDULE OF EVENTS**

Proposal Issue Date	January 26, 2024
Mandatory Pre-Bid Walk Through	February 8, 2024 at 9:00 AM
Last Day for Questions	February 15, 2024 at 11:00 AM
Proposal Due Date	February 29, 2024 at 11:00 AM

**XV. AWARD CRITERIA**

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

**SPACE INTENTIONALLY LEFT BLANK**

**XVI. APPENDICES**

Appendix I- School Diagrams

Appendix II- References

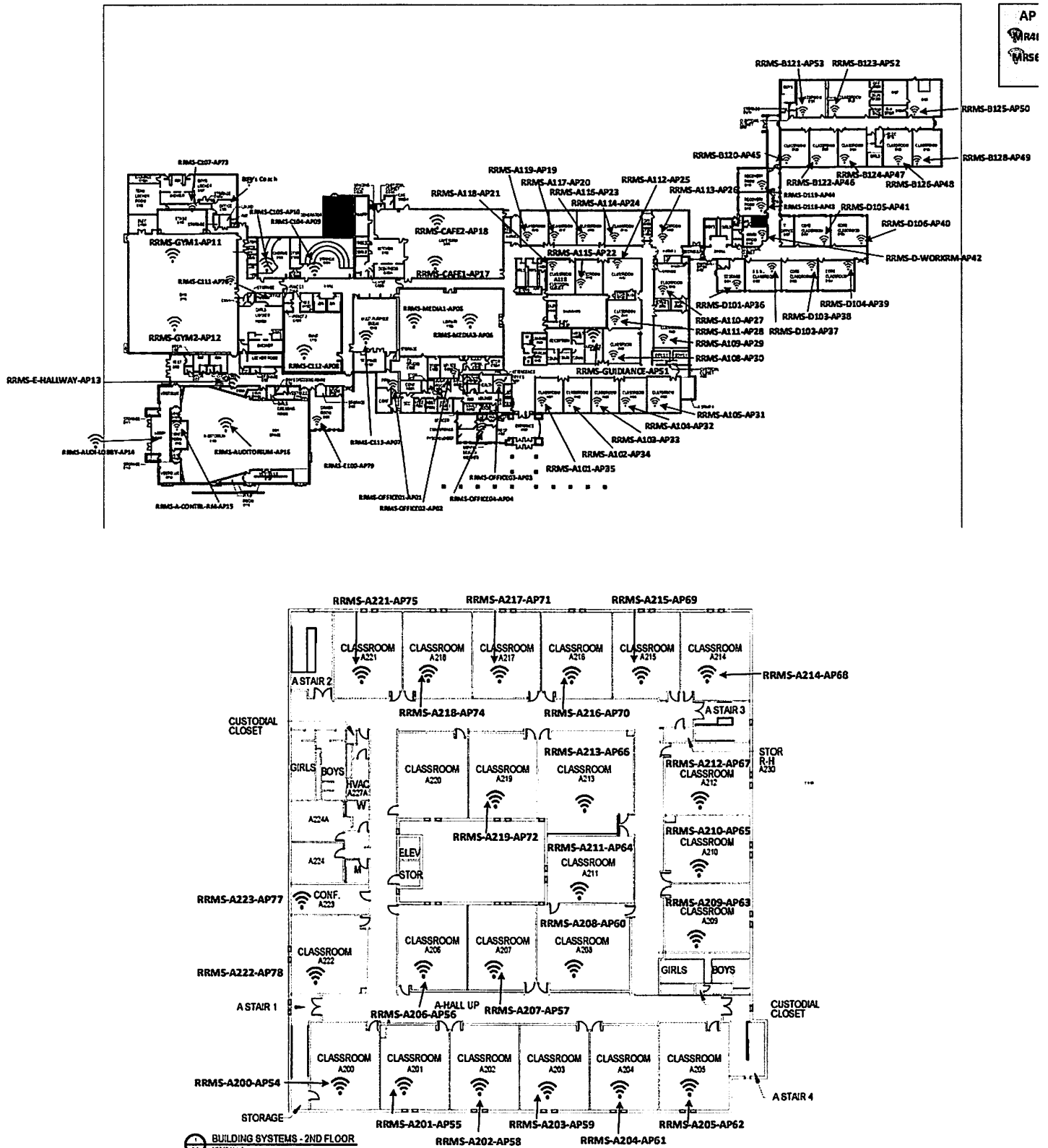
Appendix III- Non-Collusion Affidavit

Appendix IV- Conflict of Interest

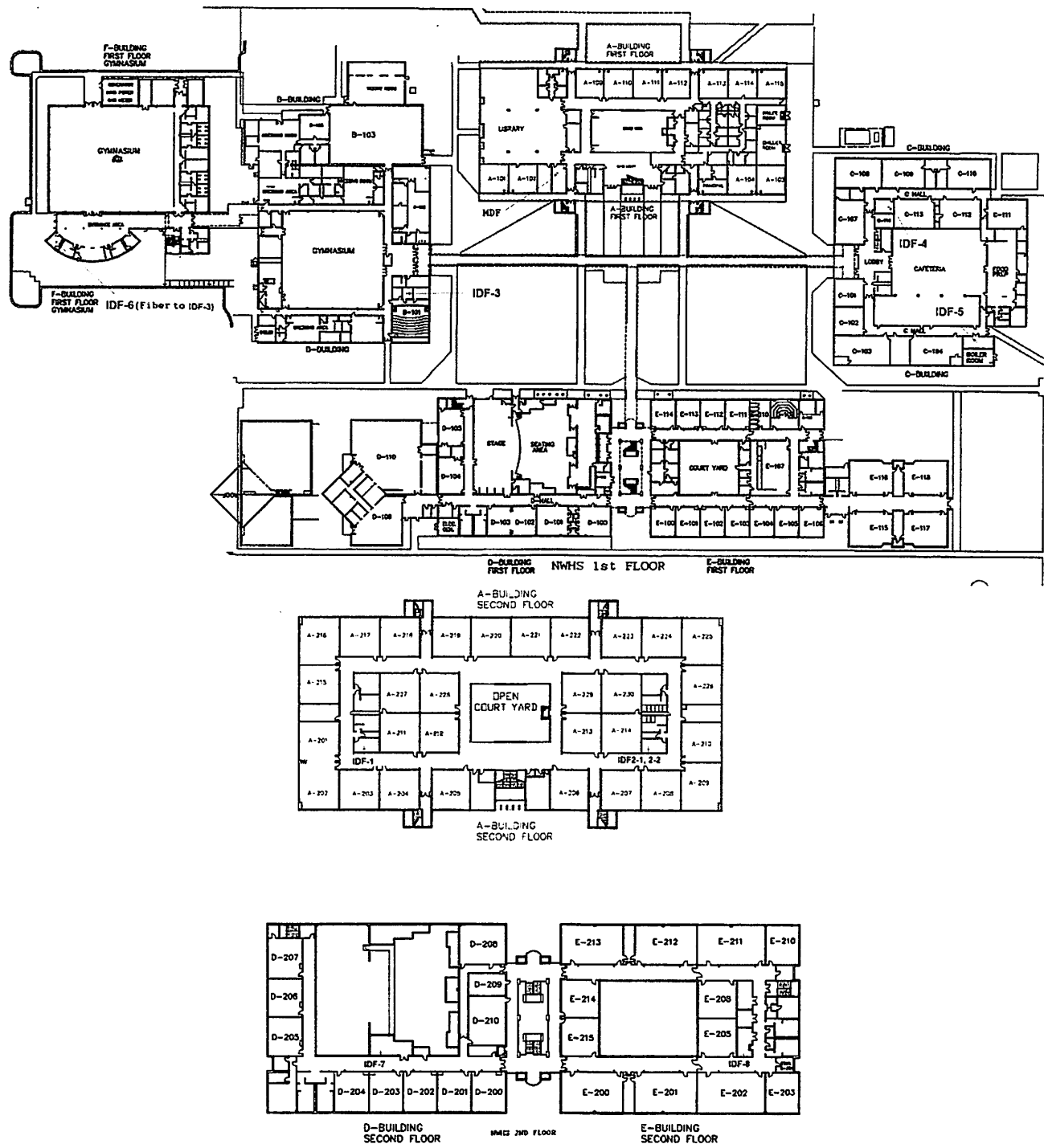
Appendix V- Certificate of Eligibility

APPENDIX I – SCHOOL DIAGRAMS Rawlinson Road Middle School

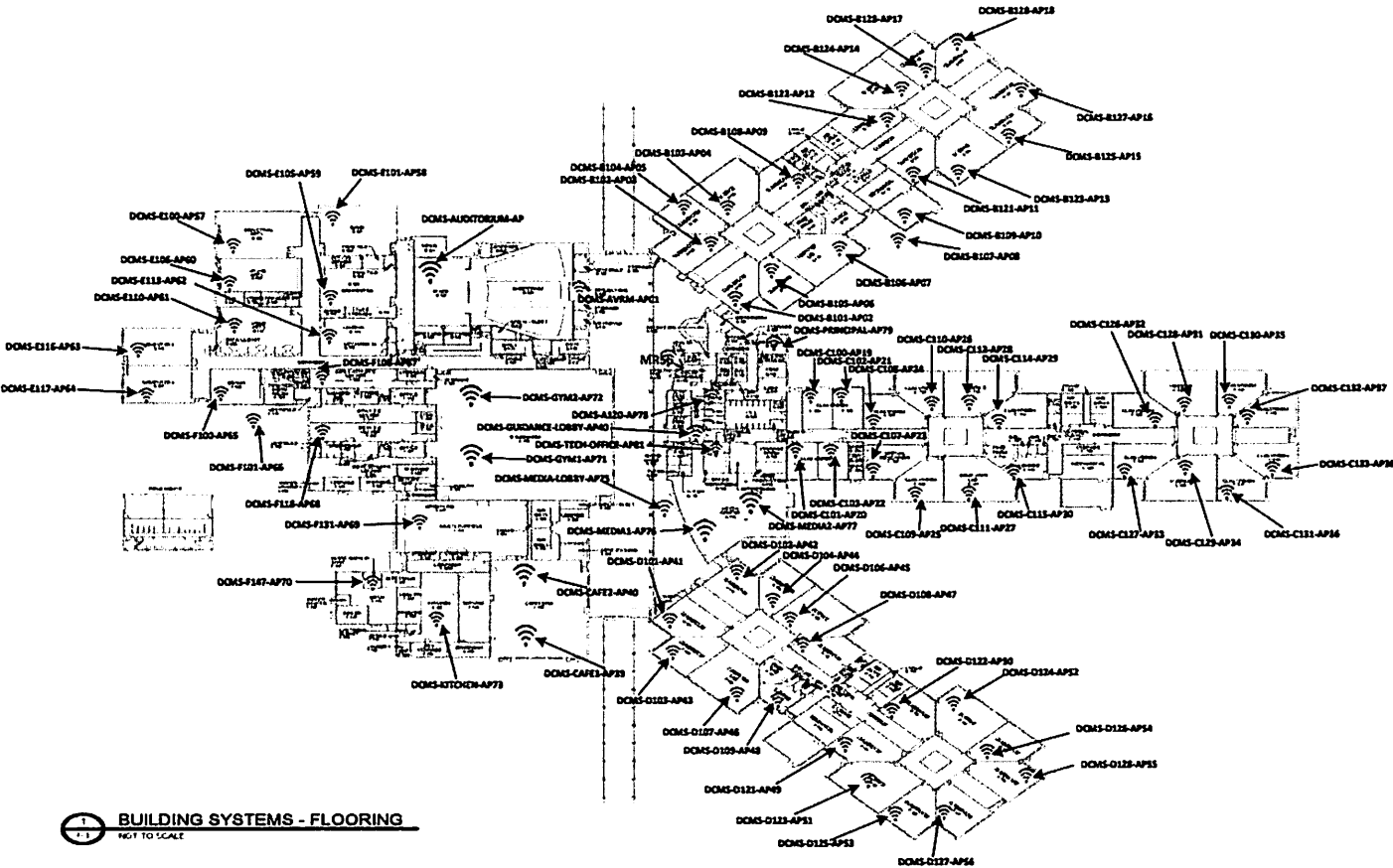
Additional Maps will be provided at walkthrough, and provided to awarded vendor upon request.

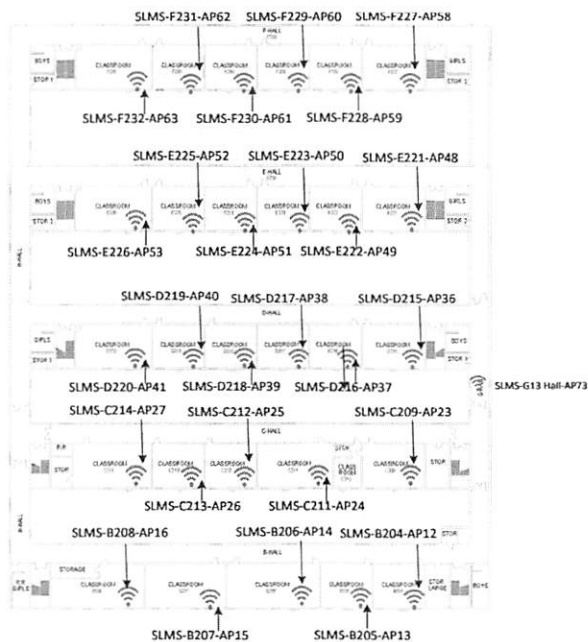


Northwestern High School

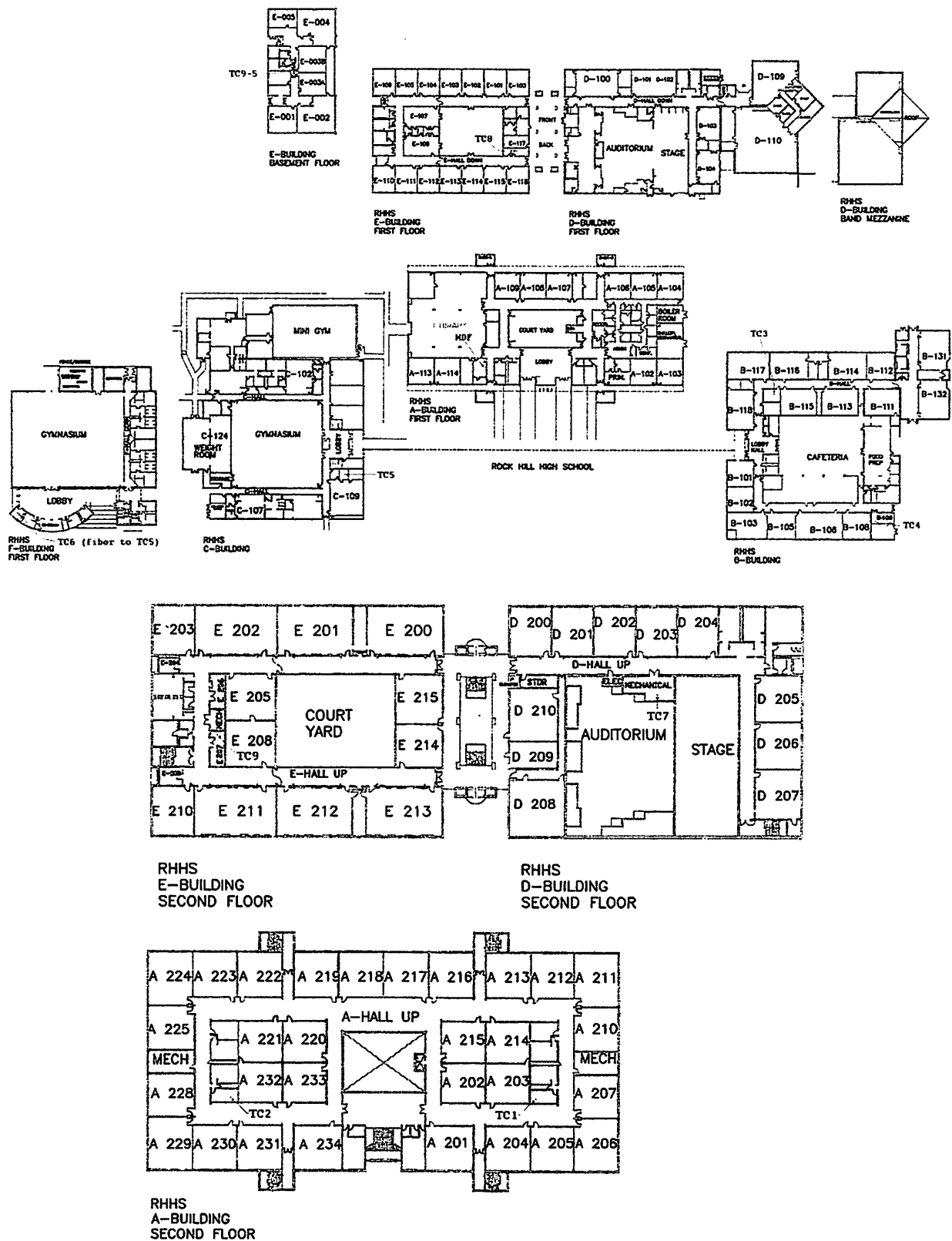


Dutchman Creek Middle School

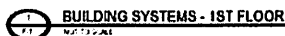




# Rock Hill High School



## 37



**APPENDIX II- REFERENCES**

<b>REFERENCE #1</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

<b>REFERENCE #2</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

<b>REFERENCE #3</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

<b>REFERENCE #4</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

<b>REFERENCE #5</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBE WORK PERFORMED	

**Service Provider must ensure the accuracy of the contact information.**

*Failure to provide accurate information may result in a lower evaluation.*

**APPENDIX III- NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) **I AM** \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached RFP:

(2) **I AM** 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 Respondent 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 Respondent, 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 Respondent, 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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Subscribed and sworn to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**My commission expires** \_\_\_\_\_

**APPENDIX IV- CONFLICT OF INTEREST**

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

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

The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before employer taxes

award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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

**Please check only one box below.**

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

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6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
  
7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-Contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Certificate Regarding Debarment, Suspension, or Ineligibility**

Rock Hill Schools is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

This certification is a material representation of fact relied upon by Rock Hill School District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, in addition to remedies available to Rock Hill School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date