

BRIDGETEK SOLUTIONS, LLC – ROCK HILL SCHOOLS - CONTRACT: RHSD3-22-2326-UPS-BMIC

This UPS BASIC MAINTENANCE SERVICES AGREEMENT (“Agreement”) between ROCK HILL SCHOOLS (“The District”), with offices at 386 EAST BLACK STREET, ROCK HILL, SC 29730 and BRIDGETEK SOLUTIONS, LLC. (“BRIDGETEK”), with offices at 110 CONNECTOR PARK COURT, PIEDMONT, SC 29673 effective on July 1, 2023 or the date signed by The District, whichever is later.

In consideration of the mutual promises contained herein, The District engages BRIDGETEK to provide UPS BASIC MAINTENANCE SERVICES and BRIDGETEK accepts such engagement, under the following terms and conditions.

1. **AGREEMENT.** The District and BRIDGETEK agree that this Agreement specifically includes and incorporates, as binding components of this Agreement, the language of the following documents:
 - a. The District’s Request for Proposal (RFP) number RHSD3-22-2326 and Addenda.
 - b. The BRIDGETEK proposal offered January 23, 2023 in response to RFP RHSD3-22-2326
 - c. Any future Amendment(s) and/or Addenda to this Agreement

The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (1) the RFP; (2) exhibits, attachments, amendments, addenda and other documents to be developed in the future that shall become a part of this Agreement, (3) this Agreement, (4) purchase orders or acknowledgements issued by the District, and then, (5) the BRIDGETEK proposal offered in response to RFP RHSD3-22-2326. If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.

2. **TERM.** This contract is a three-year contract, through JUNE 30, 2026, featuring 2 additional voluntary extensions if requested by the district (not to exceed a 5-year term). Basic Maintenance of Internal Connections to be provided under the terms of this agreement could be delivered on July 1, 2023 or the date this agreement is signed by the District, whichever is later.
3. **SCOPE OF WORK.** BRIDGETEK shall provide Basic Maintenance Services (Basic Maintenance of Internal Connections Labor), as requested by the district, in accordance with the terms of this Agreement and applicable law, including the rules of the Federal Communications Commission governing the E-Rate program. BRIDGETEK shall provide tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to perform and complete the Work as required by this Agreement and applicable law fully and properly. Any work requested outside what is described in any Purchase Order, will require additional Purchase Order(s). If any Purchase Order requests Work for which Applicant is not entitled to receive funding under the E-Rate program, Applicant will be billed for 100% of the fees and charges associated with such Work. Applicant agrees that for any Work for which it receives E-Rate funding, the equipment and service will be for the relevant FCDL.
4. **TERMINATION.** The District may terminate this Agreement at any time in its complete discretion upon thirty (30) days written notice. In the event of a termination for convenience, all finished or unfinished Work and materials pursuant to this Agreement shall be turned over to the District and become its property. If the Agreement is terminated by the District in accordance with this section, the District shall be responsible for paying BRIDGETEK the non-discounted amount as stated in

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relevant Purchase Order, for all Work performed and accepted and all materials delivered to the site as of the date of termination.

5. **GOVERNING LAW.** This Agreement and the relationship of the parties shall be governed by the laws of the state of South Carolina.

6. **MEDIATION.** The parties shall endeavor to resolve any Claims by voluntary mediation. A request for voluntary mediation shall be made in writing, delivered to the other party to the Contract. If the parties voluntarily agree to mediate claims, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Richland County, South Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7. **ENTIRE AGREEMENT.** All the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

ROCK HILL SCHOOLS

By: *Terri Smith*

Name: *Terri Smith*

Title: *Asst. Supt Business Services*

Date: APRIL 10, 2023

BRIDGETEK SOLUTIONS, LLC.

By: *Corinna Noelke*

Name: Corinna Noelke

Title: Senior VP of Administration

Date: 4/16/2023