

	<p>Rock Hill Schools</p> <p>Request for Proposal (RFP)</p>	<p>Solicitation Number</p> <p>Date Issued</p> <p>Procurement Officer</p> <p>Phone</p> <p>E-Mail Address</p>	<p>19-2019</p> <p>April 20, 2020</p> <p>LaWana Robinson-Lee</p> <p>803-981-1154</p> <p>LRobinsonLee@rhmail.org</p>
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Emergency Responder Radio Coverage System (ERRCS)

DUE DATE (Opening Date/Time): May 12, 2020 at 1100 a.m.

LAST DAY FOR QUESTIONS: April 30, 2020 at 2:00 p.m.

NUMBER OF COPIES TO BE SUBMITTED: one (1) original UNBOUND copy, five (5) hard copies and one (1) USB drive.
Proposal can be uploaded to Vendor Registry, but hard copies must be delivered.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:
<p>Rock Hill Schools Purchasing Department 2171 West Main Street Rock Hill, SC 29732</p> <p>Solicitation Number and Opening Date must appear on the envelope.</p>

CONFERENCE TYPE: Non-Mandatory Pre-Proposal Meeting on April 28, 2020 at 9:00 AM	LOCATION: Start at Northwestern High School, 2503 West Main Street, Rock Hill, SC 29732 and from there visit the other two high schools
ADDENDUM(S)	Any addendum(s) will be posted at the following web address: http://www.rock-hill.k12.sc.us and Vendor Registry
<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"> Bound by the requirements, terms, stipulations, and terms of the solicitation. Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices. Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted. 	
NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____

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TITLE (Business title of person signing above)		(See "Signing your Offer" provision)
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION		(If offeror is a corporation, identify the State of Incorporation.)

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

- A. Responses shall be publicly opened at **11:00 AM** on **May 12, 2020**. Proposal openings shall be conducted in the Purchasing Department which is located at 2171 West Main Street, Rock Hill, SC 29732.
- B. Responses shall be submitted NO LATER THAN the time described in paragraph 1A above. Responses received after that time shall be late Responses. Late Responses shall not be considered for award and will be returned to the Contractor unopened.
- C. Proposal Opening Delay- If it becomes necessary to postpone a Proposal opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the Proposal opening. When the purchasing agency is closed due to force majeure, Proposal opening will be postponed to the same time on the next official business day.
- D. The District shall not accept responsibility for unidentified Responses.
- E. In the event that a Proposal is unintentionally opened prior to the official time set for a bid opening, the employee opening such Proposal shall immediately sign the envelope and deliver it to the Purchasing Director.
- F. All prices shall be entered in ink or typewritten and shall remain firm for not less than **120 calendar days** from the Proposal date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the Proposal.
- G. The District shall not accept oral, emailed, or FAXED Responses.
- H. Time for Receiving Responses: Responses that are mailed or hand delivered prior to the time of opening will be secure and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no response there-after will be considered
- I. The Term "Offer" Means Your "Proposal" or "Proposal" or "Quotation"
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

J. REQUEST FOR PROPOSAL PROCESS

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

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

- K. ACCEPTANCE AND REJECTION: Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The District reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The District also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing respondents. The District is not obligated to enter into any contract on the basis of any

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submittal in response to this RFP. The District reserves the right to request additional information from any company submitting under this RFP if the District deems such information necessary to further evaluate the Contractor's qualifications.

- L. TAXES: Contractor should include applicable sales tax in his price proposal.
- M. AMBIGUOUS PROPOSALS: Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/ specifications, may be rejected or otherwise disregarded.
- N. PROPOSERS QUALIFICATIONS: Proposals shall be considered only from Proposers 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.
- O. ACKNOWLEDGEMENT OF ADDENDUM(S): Proposers shall acknowledge receipt of all addendum(s) on Proposal Submission Form.
- P. AFFIRMATIVE ACTION: The successful Proposer shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.
- Q. COMMUNICATION WITH PROSPECTIVE PROPOSERS:
 - 1. All communication concerning this IFB must be in writing to the Purchasing Director. Email is the preferred method of communication.
 - 2. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
 - 3. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, Proposers are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Purchasing Director. Violation of this provision may result in rejection of the Contractor's response.
 - 4. It is the Contractor's responsibility to check Vendor Registry for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.
- R. WITHDRAWAL OF PROPOSALS: Any Proposer may withdraw his Proposal 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 Proposal will cause the Proposer substantial loss.
- S. ASSIGNMENT: No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.
- T. CONFLICT OF INTEREST: Respondents shall complete the Conflict of Interest Form listed in the Appendices. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the District or any other conflict as may be set forth herein.
- U. SUBMISSION OF DATA: Each Proposer, 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.
- V. FAILURE TO SUBMIT A PROPOSAL: Contractors not responding with a Proposal should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for

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similar requirements. Any Contractor failing to respond to three consecutive Proposals for the same items may be removed from the applicable lists.

- W. 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.
- X. SPECIFICATIONS: Any deviation from the specifications must be clearly pointed out on the Proposal or attached as a separate sheet. Otherwise, the Proposer 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 Contractor, 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.
- Y. RIGHT TO PROTEST (Section 4210): Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

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

- Z. SERVICE DATA MANUALS: The firm that is awarded the contract shall furnish 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.

- AA. POSTING OF AWARD: Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.
- BB. PROPOSER'S RESPONSIBILITY: Each Proposer shall fully acquaint himself with the scope of work required for the execution of the work specified by this Proposal. This will sometimes require on-site observations. The failure of a Proposer to acquaint himself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this Proposal or any resulting contract.
- CC. 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."

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

II. TERMS AND CONDITIONS

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

C. TERMINATION:

1. Termination by the Contractor

If the work is stopped for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the District payment for work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

2. Termination by the Owner for Cause

The District may terminate the Contract if the Contractor:

- a. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- d. is otherwise guilty of substantial breach of a provision of the contract documents.

When the contract is terminated for one of the reason above, the Contractor shall not be entitled to receive further payment until the work is finished. Additionally, the District may without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- a. take possession of the site and of all materials thereon owned by the Contractor, and
- b. finish the Work by whatever reasonable method the Owner may deem expedient.

If the unpaid balance of the contract sum exceeds costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. This obligation for payment shall survive termination of the Contract.

3. Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The

Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

D. EXAMINATION OF RECORDS:

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

E. 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 Proposer from requirements that it be authorized/licensed to do business in this state.

By submission of this signed Proposal, the Proposer 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.

F. STATEMENT OF COMPLIANCE AND ASSURANCES: By submitting a Proposal and signing the Proposal Submission Form, Contractors 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.

G. 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 Contractor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

H. PATENTS: The Contractor 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.

I. INSTALLATION: The equipment to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the Contractor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The Contractor shall be responsible for connecting the equipment to the Owner's utilities. If utilities are not available in the location selected for the equipment to be installed, the Owner will bring the utilities to that location. The Contractor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

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- J. GUARANTEE:** The Contractor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for one year. When defects or faulty materials are discovered during the guarantee period, the Contractor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
- K. 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.
- L. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY 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.
- M. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the Contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the Contractor and the carriers.
- N. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- O. 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 sub-contractors 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.
- P. 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 sub-contractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

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

1. WORKERS’ COMPENSATION

Statutory limits covering all employees, including Employer’s Liability with limits of:

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

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\$100,000 Disease - Policy Limit

2. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$1,000,000 General Aggregate (per project)
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury
\$5,000 Medical Payments

3. COMMERCIAL AUTOMOBILE LIABILITY

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

Q. 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.

R. 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 is responsible for the liability of the subcontractors.

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.

S. SAFETY OR DAMAGE: 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.

T. SECURITY: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the Contractor's personnel. Except as described under the Scope of Work and related paragraphs below, guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

U. 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).

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

W. 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.

- X. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:** By submission of this Proposal, the Proposer as the prime contractor does hereby agree:
1. 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;
 2. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
 3. 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).

III. ADDITIONAL CONTRACT PROVISIONS

1. Equal Employment Opportunity

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Compliance with Davis-Bacon Act

- A. 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.
- B. 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.
- C. Additionally, contractors are required to pay wages not less than once a week.

3. Compliance with the Copeland "Anti-Kickback" Act

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. 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.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 set forth in paragraph (A) 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 set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. Rock Hill School District 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 set forth in paragraph (B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A through D) of 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 set forth in paragraphs (A through D) of this section.

5. Clean Air Act and Federal Water Pollution Control Act

A. Clean Air Act

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

B. Federal Water Pollution Control Act

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

6. Debarment and Suspension

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

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

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

8. Procurement of Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule

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- b. Meeting contract performance requirements
 - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

9. Access to Records.

The following access to records requirements apply to this contract:

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

10. Compliance with Federal Law, Regulations and Executive Orders

The contractor will comply with all applicable Federal law, regulations and executive orders.

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

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

IV. GENERAL SCOPE OF WORK

This solicitation is a Request for Proposals (RFP). A pre-proposal meeting will be held on April 28, 2020 at 9:00 AM in the Purchasing Department for Rock Hill Schools located at 2171 West Main Street, Rock Hill, SC 29732. Sealed proposals will be received by Rock Hill Schools for the above titled project. Proposals can be uploaded to Vendor Registry. Hard copies must be received no later than 11:00 a.m., local time, May 12, 2020. Submittals shall be sent to *Rock Hill Schools, Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732 Attn: RFP#19-2019 Emergency Responder Radio Coverage System*. Rock Hill Schools will conduct a formal selection process to determine the best qualified respondent that meets the District's needs and budget. A selection committee will review the proposals, evaluate, and score. Top scoring proposers will be short-listed and invited to interview (if necessary) for the project. The determination of the successful respondent will be based on a variety of criteria including, but not limited to, the expected quality of the service and its recommendations, qualifications and experience of the respondent and the cost to the District.

Rock Hill Schools is an equal opportunity employer and encourages Local Business and 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.

V. BACKGROUND

Rock Hill School District Three of York County serves nearly 18,000 student ranging from pre-school to adult education. The District operates 28 schools/ campuses (1 early childhood center, 18 elementary schools, 4 middle schools, 3 high schools, 1 technology campus, and 1 alternative school).

In 2018 changes were made to the SC Fire Code, including changes to section 510 which governs emergency responder radio coverage and minimum coverage levels. Although existing buildings are exempt from the minimum coverage levels mandate in the 2018 version of section 510 of the Fire Code, the District, City of Rock Hill and York County agencies having emergency response jurisdiction agreed that emergency responder radio coverage should be reviewed within the schools and that the schools, when feasible, should be brought up to the new SC Fire Code. Preliminary testing was completed in each school identified in the RFP. Based on the results of those tests, there is a need to install an ERRCS in all three schools to ensure communications are maintained in the deficient areas for all first responders, public safety and security personnel entering these buildings.

Depending on the location of the school, first responders could potentially be reliant on any or all the public safety radio systems listed above. Therefore, any ERRCS installation should have the capability of insuring communications across multiple public safety radio systems where appropriate.

VI. PURPOSE

The purpose of this Request for Proposal is to solicit proposals from qualified proposing firms hereafter referred to as "Contractor" certified to design and install Emergency Responder Systems, for Rock Hill School District, hereinafter referred to as "District".

VII. SCOPE OF WORK

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

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

The scope of this project includes all design, development, coding (if needed), licensing (if required), procurement and delivery of ERRCSs, associated amplifiers, antennas, cabling, power, and uninterrupted power supplies (UPS), testing, lightning protection, dedicated monitoring/annunciator panel, and cost of installation to achieve 95% coverage for the three (3) high schools in the District. The high schools are:

Northwestern High School
2503 West Main Street
Rock Hill, SC 29730

Rock Hill High School
320 West Springdale Road
Rock Hill, SC 29730

South Pointe High School
801 Neely Road
Rock Hill, SC 29730

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

Standard

Northwestern and South Pointe High Schools are located within Rock Hill City limits. The ERRCS in each school shall ensure the communication of the York County public safety radio system, , and the SC public safety radio system, “Palmetto 800” owned by Motorola Solutions.

Rock Hill High School is located outside of Rock Hill City Limits. The ERRCS shall ensure communications with the York County public radio safety system and the SC public safety radio system “Palmetto 800.”

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

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

Acceptance Testing

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

1. The installer shall provide a 20-grid hard copy floor plan for each floor with the signal level readings noted for the center of each grid for all relevant radio systems. That floor plan will be the basis of the 20-grid portable radio test. In critical areas, signal levels should be indicated to demonstrate compliance with the 95% coverage requirement for those areas.
2. Tools for coverage verification shall be iBwave, Ran Plan or other FCC approved systems that can measure DAQ.
3. ERRCS and UPS battery box will be checked for labeling.
4. The ERRCS enclosure shall be labelled "ERRCS - Emergency Responder Radio Coverage System" and the UPS battery enclosure shall be labelled "ERRCS Battery".
5. ERRCS shall be labelled to according to FCC requirements
6. Emergency cutoff instructions shall be clearly posted. If a Knox switch is in use, it shall be labelled "ERRCS Cut Off Switch."
7. Electrical inspection of the installation to include power wiring and antenna cabling, to include grounding, bonding and lightning protection at the donor antenna site as well as at the amplifier/battery location.
8. All cables, connectors, couplers, etc., shall be tested.
9. The ERRCS shall be set to select frequencies and tested. Where applicable, system gain to be set to make sure there is sufficient isolation between inside and donor antennae to prevent system oscillation while meeting coverage requirements.

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

1. Verification of all available fault conditions as displayed at the fire alarm panel. This will include simulation of all fault conditions capable of being transmitted from the ERRCS to the fire alarm panel. Panel displays will be checked for meaningful ERRCS fault messages. Fire alarm panel displays will be checked to make sure the fault is automatically cleared on the panel when the underlying fault is corrected.
2. Verification that the UPS battery capacity is sufficient to power the unit for 12 hours.

All portable radios used for testing of each ERRCS will be provided by the District and Local Jurisdiction Personnel.

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

Work Access

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

Existing Building Conditions

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

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

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

All interior and exterior walls of each school shall be considered to be hollow core masonry with a minimal amount of reinforced concrete cells and bond beams with one exception, the second-floor interior partitions in Northwestern High School Building A are gypsum board. All suspended floors are poured concrete on metal deck. The structural frames vary from reinforced concrete beams and columns to steel beams and columns with steel bar joists for the floors and roof systems. South Pointe High School is a structural steel framed building. The basement level floor of Rock Hill High School Building A (3 levels) is less than half the size of the upper floors and has one side below grade.

Roof and building envelope penetration locations and detailing must be approved by the school systems to ensure weather tightness, structural integrity, maintain warranties, avoid aesthetic objections and limit future maintenance. Building envelope penetrations and securement of wall mount masts and antennas shall be done with schedule 40 HDG sleeves in precision, tightly fit holes.

Attachment to veneers, stucco, metal siding etc. shall not compromise the cavity condition or weather tightness.

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

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

Proposing firm(s) shall include in their Proposal Price an allowance of \$2,000 for each roof penetration as determined by the proposer that is needed at each campus. Allowance shall cover the cost of the roof repair only. Upon approval of the agreed upon location of the roof penetrations, the District will verify the warranty

status of the roof in that location. The contractor shall then solicit proposals from qualified roofing contractors to perform the penetration with below roof support, weather head and flashing and submit a request to utilize the allowance. The contractor shall make reasonable effort to identify options, locations and penetration details that are reasonable in terms of installation, cost and is in line with National Roof Contractor's, SMACNA and Roof Manufacturers published details for roof penetration locations and detailing. In no case shall the contractor penetrate existing equipment, scuttle curbs or roof to wall conditions where flashings, weeps or drainage planes may be compromised.

Floor plans for the three schools are accessible and can be downloaded via Vendor Registry or by the links below: <https://vrapp.Contractoregistry.com/Contractor/Register/Index/rock-hill-school-district-three-sc-Contractor-registration>

Northwestern High School
Rock Hill High School
South Pointe High School

Materials

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

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

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

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

1. CommScope/Andrew
2. Corning
3. Times Microwave
4. Tessco
5. CCI (Communication Components Inc.)
6. Solid Technologies

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7. Comba
8. Cobham
9. G-Wave
10. Bird Technologies
11. Digital Antenna
12. Hutton
13. Ventev/TerraWave

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

Delivery Schedule

The installation of all ERRCSs must be completed by September 7, 2020 and include a Final Report documenting:

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

Maintenance and Warranty

ERRCS must include a full maintenance agreement for two (2) years and must be included in the cost. Contractor must provide annual site surveys for two (2) years. The system must include a warranty for one (1) year which shall include all labor and parts.

DESCRIPTION OF SERVICES DESIRED

General

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

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

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

- A. All equipment shall be new and be Federal Communication Commission (FCC) approved.

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- B. ERRCSs are installed in safe and easily accessible locations.
- C. The system meets current radio system (700/800 MHz) requirements.
- D. Installation complies with all national and/or local building, fire and electrical codes which pertain to signal, power, cable installations, grounding or enclosures as appropriate.
- E. UPS installed can maintain ERRCS at full functionality for a minimum of 12 hours.
- F. All software and licensing requirements and associated expenses are included.
- G. Close coordination of project tasks and resources with the School District.
- H. Documentation of complete testing for each ERRCS and UPS to ensure functionality and coverage for the building is at a minimum 95%.
- I. All installations shall be completed by September 7, 2020
- J. Coordinate ERRCS activation and testing with donor system licensee(s).
- K. Complete any registration and frequency coordination with the FCC, donor system licensee(s), and others as required by applicable regulations or requirements.

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

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

Security

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

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

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

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

VIII. DELAY RELATED TO LIQUIDATED DAMAGES

Proposing firm(s) agrees that the actual damages for the delayed installation of the ERRCS are of such a nature that said damages would be difficult to ascertain if there were such a breach. Therefore, if the proposing firm(s) fails to complete installation of the ERRCS on or before September 7, 2020, the proposing firm(s) agrees to pay to the District \$200.00 per day, and each and every day thereafter, until the ERRCS is properly installed, up to a maximum of 10% of the value of the executed contract. The District, in its sole discretion, may deem any delay to be a material breach. This provision applies only to damages related to delayed installation of the ERRCS and not to any other damages or remedies to which the District may be entitled, either in equity or at law. The District may enforce this clause at its sole discretion and may seek any other lawful remedies at law, and or in equity, instead of, and/or in addition to, the remedies set forth herein.

IX. PAYMENT TERMS

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

1. The Contract Sum stated in the Contract Agreement, including any authorized adjustments is the total amount payable by the District to the Contractor for performance of the work under the Contract Documents.
2. Prior to the first application for payment being submitted, the Contractor shall submit an itemized schedule of values for the components of the work to be performed and their Material and Labor amounts. The schedule of values shall be reviewed and approved by the District before the first payment is processed.
3. Progress Payments will be made Monthly, based on the approved amount from the negotiated schedule of values above. Pay applications shall be received by the District by the 25th day of each month.
4. Payments shall be made on account of materials suitably stored on site for subsequent incorporation in the work and work completed over the payment period. Payment for materials stored off site will be considered and must be agreed to in writing by the District in advance of a payment request for the material being included in the Contractor's monthly payment application.
5. The District will pay the Contractor the amount of each approved payment application within 21 days after receipt of the payment application. For each application made prior to the completion of the work, the District may withhold 3% retainage from the payment otherwise due.
6. Contractor warrants that title to all work covered by an application for payment will pass to the District no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all work for which the Contractor's applications for payment previously issued and paid by the District shall to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Districts interest.

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

X. ELABORATION AND CLARIFICATION

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response. If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the RFP. Any exceptions to the terms, conditions, provisions, requirements, and draft contract (Exhibit A) delineated must be specifically noted and explained by the Contractor and must be submitted by 2:00PM on **April 30, 2020** which is the last day for questions.

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

XI. RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

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

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

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

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

- 3. Qualifications**

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

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

4. Implementation Plan, Schedule and Equipment Listing

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

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

5. Cost Proposal

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

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

All travel, lodging, and per diem expenses must be incorporated with the total project cost. All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondents. The District will not reimburse any Contractor for any incidental expenses related to the Contract.

6. Appendices

Contractor shall complete and submit the following Appendices:

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

All responses should be submitted to Rock Hill School District no later than May 12, 2020 at 11:00 AM. Contractor shall deliver one (1) original **UNBOUND** copy, five (5) hard copies and one (1) USB drive of the information requested above. Proposals should be prepared simply and economically, providing straight concise responses. The District will not be responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

XII. EVALUATION CRITERIA

The committee, comprised of District employees and representatives, will review each submittal based upon the criteria listed below. The written evaluation will produce a list of the top rated proposals (short list) that will be selected for possible interviews. Respondents may or may not be interviewed and the District reserves the right to conduct interviews at its sole discretion. Oral interviews, if necessary, will be conducted the week of May 25, 2020, in order to make a final decision. The short listed Firms will be contacted by the Purchasing Director via telephone or e-mail to determine their interview date and time. Proposers should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend the interview may not be given a score which could jeopardize the Contractor's competitiveness. If awarded the project, all interview statements will become part of the final contract.

The evaluation criteria are as follows:

RFP Evaluation Criteria	Rating Percentage
1. Cost This will be calculated separately after the panel evaluation.	Max. 40%
2. Qualification Evaluation will include relevant experience and qualifications, key personnel, record of past performance (including references), licenses, certifications, and experience with similar projects.	Max. 25%
3. Implementation Plan, Schedule and Equipment Listing Evaluation will include the implementation, approach, equipment utilization, and understanding of the project. This will also include the overall approach for coordinating and managing all work activities to meet the implementation schedule.	Max. 20%
4. Capability Evaluation will include the review of the statement of capabilities	Max. 10%
5. Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Proposer's certification of any socio-economic contractor must be valid and endorsed by a certifying body.	Max. 5%

XIII. TENTATIVE SCHEDULE OF EVENTS

Proposal Issue Date	April 20, 2020
Non-Mandatory Pre-Proposal Meeting	April 28, 2020 at 9:00AM
Last Day for Questions	April 30, 2020 at 2:00 PM
Proposal Due Date	May 12, 2020 at 11:00 AM
Interviews (If required)	May 25-27, 2020
Intent to Award (tentatively)	May 29, 2020
Contract Implementation	June 10, 2020

A **non-mandatory** pre-proposal conference will be held on April 28, 2020 at 9:00 am at Northwestern High School located at 2503 West Main Street, Rock Hill, SC 29732. Teleconference may be used for Contractors who are unable to physically attend and request the teleconference option. Contact LaWana Robinson-Lee at lrobinsonlee@rhmail.org for information and reference RFP19-2019 Emergency Responder Radio Coverage Systems Teleconference attendance in the subject line.

XIV. AWARD CRITERIA

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

The District may, at its discretion, require one or more proposers to appear before an evaluation committee for an interview or to make a presentation. During such an interview, the contractor may be required to orally and otherwise present its proposal and respond in detail to any questions posed.

XV. 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 Proposer 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.

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 Proposer, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the Contractor/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 *Proposer* is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Proposer.*

Pre-Bid/ Pre-Proposal Conference(Meeting): A meeting held by the buyer with potential Proposers/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

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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)

SPACE INTENTIONALLY LEFT BLANK

XVI. APPENDICES

Appendix I- References

Appendix II- Sub-contractor Participation Form

Appendix III- Cost Proposal

Appendix IV- Non-Collusion Affidavit

Appendix V- Conflict of Interest

Appendix VI – Byrd Anti-Lobbying Amendment

APPENDIX I- REFERENCES

REFERENCE #1	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED	

REFERENCE #2	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED	

REFERENCE #3	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED	

***Contractor must ensure the contact information is correct.**

APPENDIX II- SUB- CONTRACTOR PARTICIPATION FORMS

You MUST list ALL anticipated subcontractors, regardless if they are certified or not. Use additional sheets if necessary.

SUBCONTRACTOR COMPANY INFORMATION	DESCRIPTION OF PROJECT SERVICES
Name:	
Address:	
City/State/Zip:	
Contact Name:	
License Type & Number:	
Socially/Economically Disadvantage Type:	
SUBCONTRACTOR COMPANY INFORMATION	DESCRIPTION OF PROJECT SERVICES
Name:	
Address:	
City/State/Zip:	
Contact Name:	
License Type & Number:	
Socially/Economically Disadvantage Type:	
SUBCONTRACTOR COMPANY INFORMATION	DESCRIPTION OF PROJECT SERVICES
Name:	
Address:	
City/State/Zip:	
Contact Name:	
License Type & Number:	
Socially/Economically Disadvantage Type:	
SUBCONTRACTOR COMPANY INFORMATION	DESCRIPTION OF PROJECT SERVICES
Name:	
Address:	
City/State/Zip:	
Contact Name:	
License Type & Number:	
Socially/Economically Disadvantage Type:	
SUBCONTRACTOR COMPANY INFORMATION	DESCRIPTION OF PROJECT SERVICES
Name:	
Address:	
City/State/Zip:	
Contact Name:	
License Type & Number:	
Socially/Economically Disadvantage Type:	

APPENDIX III- COST PROPOSAL*This shall be submitted separately in a sealed envelope.*

Location		
Location 1: Northwestern High School	\$ _____	
Allowances: Fire Wall Roof Penetrations	\$5,000.00 \$10,000.00	
TOTAL FOR LOCATION 1		\$ _____
Location 2: Rock Hill High School	\$ _____	
Allowances: Fire Wall Roof Penetrations	\$5,000.00 \$10,000.00	
TOTAL FOR LOCATION 2		\$ _____
Location 3: South Pointe High School	\$ _____	
Allowances: Fire Wall Roof Penetrations	\$5,000.00 \$2,000.00	
TOTAL FOR LOCATION 3		\$ _____
TOTAL FOR ALL LOCATIONS. *This amount will be evaluated.		\$ _____

The District reserves the right to negotiate all costs

APPENDIX IV- NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

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

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

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

(4) Neither the said Proposer 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 Proposer, 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 Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX V- CONFLICT OF INTEREST

I, _____ (Offeror/Contractor), 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 School District Contractor database. It may further result in termination of any contractual relationship with Rock Hill School District (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 School District, 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 withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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 School District.**

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: _____

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX VI- BYRD ANTI-LOBBYING AMENDMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

XVII. EXHIBIT A – DRAFT CONTRACT AGREEMENT



CONTRACT FOR SERVICES

19-2019 Emergency Responder Radio Coverage Systems

This Contract entered into this ____ day of May, 2020 between Rock Hill School District (hereinafter called the "District"), its successors and assigns, and _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the District desires to retain the services of the Contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. CONTRACT FOR SERVICES

The District hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth in the amount of XXXX.

B. SCOPE OF WORK AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the District perform tasks as identified necessary to complete project(s) as outlined in Appendix XX- Scope of Work, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the District and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any District control over the details of Contractor's performance.

This contract shall be complete by September 7, 2020.

C. METHOD OF PAYMENT

____ A. This is a NO COST service and in no event will there be compensation.

X B. Payment shall be made for work performed as requested. Pricing shall be in accordance to Appendix XX.

D. **ACCIDENT:** The Contractor 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 Contractor, 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 Contractor 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 Contractor. The Contractor shall take all precautions necessary to protect the public against injury.

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

F. TERMINATION:

1. Termination by the Contractor

If the work is stopped for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the District payment for work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

2. Termination by the Owner for Cause

The District may terminate the Contract if the Contractor:

- a. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- d. is otherwise guilty of substantial breach of a provision of the contract documents.

When the contract is terminated for one of the reason above, the Contractor shall not be entitled to receive further payment until the work is finished. Additionally, the District may without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- a. take possession of the site and of all materials thereon owned by the Contractor, and
- b. finish the Work by whatever reasonable method the Owner may deem expedient.

If the unpaid balance of the contract sum exceeds costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. This obligation for payment shall survive termination of the Contract.

3. Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

G. EXAMINATION OF RECORDS:

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

H. 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

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exempt or exclude the successful Proposer from requirements that it be authorized/licensed to do business in this state.

By submission of this signed Proposal, the Proposer 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.

- I. STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal Submission Form, Contractors 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.
- J. MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the Contractor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
- K. PATENTS:** The Contractor 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.
- L. INSTALLATION:** The equipment to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the Contractor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The Contractor shall be responsible for connecting the equipment to the Owner's utilities. If utilities are not available in the location selected for the equipment to be installed, the Owner will bring the utilities to that location. The Contractor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
- M. GUARANTEE:** The Contractor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for one year. When defects or faulty materials are discovered during the guarantee period, the Contractor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
- N. 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.
- O. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY 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.
- P. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the Contractor to the common carrier does not constitute delivery to the District. Any

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claims for loss or damage shall be between the Contractor and the carriers.

- Q. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- R. 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 sub-contractors 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.
- S. 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 sub-contractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

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

1. WORKERS’ COMPENSATION

Statutory limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$100,000	Disease - Policy Limit

2. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$1,000,000	General Aggregate (per project)
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$5,000	Medical Payments

3. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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- T. 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.
- U. LIABILITY-** The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence

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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 is responsible for the liability of the subcontractors.

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.

- V. SAFETY OR DAMAGE:** 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.
- W. SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the Contractor's personnel. Except as **described** under the Scope of Work and related paragraphs below, guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.
- X. 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).
- Y.** Use of tobacco products, vaping, alcohol, and profanity are prohibited on school property.
- Z. 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.
- AA. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:** By submission of this Proposal, the Proposer as the prime contractor does hereby agree:
4. 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;
 5. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
 6. 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).

ADDITIONAL CONTRACT PROVISIONS

1. Equal Employment Opportunity

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. 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 Contractor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

2. Compliance with Davis-Bacon Act

- A. 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.
- B. 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.
- C. Additionally, contractors are required to pay wages not less than once a week.

3. Compliance with the Copeland "Anti-Kickback" Act

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- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. 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.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 set forth in paragraph (A) 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 set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. Rock Hill School District 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 set forth in paragraph (B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A through D) of 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 set forth in paragraphs (A through D) of this section.

5. Clean Air Act and Federal Water Pollution Control Act

A. Clean Air Act

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

B. Federal Water Pollution Control Act

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

6. Debarment and Suspension

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

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

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.

8. Procurement of Recovered Materials

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

9. Access to Records.

The following access to records requirements apply to this contract:

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

10. Compliance with Federal Law, Regulations and Executive Orders

The contractor will comply with all applicable Federal law, regulations and executive orders.

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

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

WITNESS AS TO DISTRICT:

ROCK HILL SCHOOL DISTRICT

BY: _____

TITLE: _____

WITNESS AS TO CONTRACTOR:

CONTRACTOR:

BY: _____

TITLE: _____