Rock Hill School District Three of York County	Rock Hill Schools **Request for Proposal (RFP)**	**Solicitation Number** **Date Issued** **Procurement Officer** **Phone** **E-Mail Address**	**21-2201** **June 16, 2021** **LaWana Robinson-Lee** **803-981-1154** **LRobinsonLee@rhmail.org**

Smart Snacks Vending Services

DUE DATE (Opening Date/Time): July 14, 2021 at 10:00 a.m.
LAST DAY FOR QUESTIONS: June 25, 2021 at 12:00 p.m.

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

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

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

CONFERENCE TYPE: None	**LOCATION: None**
ADDENDUM(S)	**Any addendum(s) will be posted at the following web address:** http://www.rock-hill.k12.sc.us

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:

- **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)** □ **Sole Proprietorship** □ **Partnership** □ **Corporate entity (not tax-exempt)** □ **Tax exempt corporate entity** □ **Government entity (federal, state, or local)** □ **Other** ____________________________
AUTHORIZED SIGNATURE **(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)**	

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.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.)	**TAX IDENTIFICATION NUMBER:**

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			

□ **Payment Address same as Home Office Address** □ **Payment Address same as Notice Address (check only one)**	□ **Order Address same as Home Office Address** □ **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 □

TABLE OF CONTENTS

I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

1. INSTRUCTIONS TO BIDDERS:

A. Proposals shall be publicly opened at **10:00 AM** on, **July 14, 2021**. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed Proposals shall be mailed to the **Procurement Services Attention: RFP 21-2201** located at 386 East Black Street Rock Hill, SC 29730. To keep social distancing in compliance with the Governor's Executive Order, the District encourages vendors who wish to attend the bid opening to do so by conference call.

Vendors may take part by dialing:
Phone Number: 803 -985-3599
Conference ID: 1440403

B. Proposals shall be submitted **NO LATER THAN 10:00 AM** in the place and manner as described in paragraph 1A above. Proposals received after 10:00 AM shall be late Proposals. Late Proposals shall not be considered for award and will be returned to the vendor unopened.

C. The District shall not accept responsibility for unidentified Proposals.

D. In the event that a response is unintentionally opened prior to the official time set for a closing, the employee opening such response shall immediately sign the envelope and deliver it to the Director of Procurement Services.

E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 120 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.

F. The District shall not accept oral, emailed, or FAXED Proposals.

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

2. TAXES: South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.

3. AMBIGUOUS PROPOSALS: Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

4. BIDDERS QUALIFICATIONS: Proposals shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

5. ACKNOWLEDGEMENT OF ADDENDUM(S):

A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.

B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

6. AFFIRMATIVE ACTION: The successful Offeror shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

7. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**
   A. All communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.
   B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
   C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this solicitation for any reason except as authorized by the Director of Procurement Services. Violation of this provision may result in rejection of the vendor's response.
   D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

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

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

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

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

12. **EXCEPTIONS**: Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded

13. **RIGHT TO PROTEST (Section 4210):** Any actual or prospective Offeror 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 Proposals or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.
    Any actual Offeror or prospective Offeror who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Procurement Services. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

14. **SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the Offeror will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense

of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

15. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

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

17. **POSTING OF AWARD**: Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.

18. **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."

19. **AWARDING POLICY**: The District reserves the right to select and award on an individual item basis, lot (group) basis **or** an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in the award criteria.

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

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

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

TERMS AND CONDITIONS

1. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility

for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury

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

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

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

3. **EXAMINATION OF RECORDS:**

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

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

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

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

5. **SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

6. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

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

8. **<u>"OR APPROVED EQUAL" CLAUSES:</u>** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

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

10. **<u>PROPER INVOICE:</u>** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

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

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

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

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

14. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST: Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Director of Procurement Services). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.

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

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

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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

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

A. WORKERS' COMPENSATION
Statutory limits covering all employees, including Employer's Liability with limits of:
$500,000 Each Accident
$500,000 Disease – Each Employee
$500,000 Disease – Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Each Occurrence
$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY
$1,000,000 Combined Single Limit – Any Auto

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

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

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

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

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

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

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

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

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

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

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

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

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

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statues and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the Rock Hill School District facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the Offeror or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

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

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

27. **RHSD3 COVID-19 Guidelines:** Due to Rock Hill School District Three COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SC DHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves and masks available, screening all onsite personnel daily using the District's COVID-19 Screening Form which includes symptomatic screening questions and a temperature check. If any of the listed symptoms are present or if the worker's temperature is greater than 100.4, the worker will not be allowed on site. Contractors agree to notify the District if any onsite personnel report symptoms.

II. 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 an Offeror to fulfill the contract at time of award.

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

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

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

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

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

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

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

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

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

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

Request for Proposals (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

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

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

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

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

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

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

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

III. INTRODUCTION

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

- Commission Fee 40%
- Product Variety 30%
- Approach to Service 15%
- Qualifications and Experience 15%

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

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

II. PURPOSE

The purpose of this request for proposal is to seek a "Contractor" to provide smart snack vending services for students at the high and middle schools, and here after referred to as "District".

The District will establish a one-year contract (twelve months) with the option to renew said contract for four (4) additional one-year periods. The contract will automatically be renewed on each anniversary date as long as both parties desire to maintain said contract or written notice provided 120 days prior to the renewal date. The total contract shall not exceed beyond June 30, 2026.

III. BACKGROUND

The District serves nearly 17,000 student ranging from pre-school to adult education. The District has three (3) high schools, a Flexible Learning Center and five (5) middles schools that offer snacks and beverages for students through vending machines. These machines can accessed by during and after school. The District promotes nutritious snacks and beverage choices and therefore the students of the District shall be offered choices consistent with the current Dietary Guidelines for Americans and U.S. Department of Agriculture (USDA) requirements for School Meals.

IV. SCOPE OF SERVICES

The District will grant the Contractor the limited exclusive right and privilege, subject to applicable laws and regulations, to install and operate vending machines for the sale of beverages, food and/or snacks on District-owned or managed facilities to students. The District retains the exclusive rights to provide food services and catering within District schools. Food service operations include school breakfast and/or lunch service, afterschool snack programs and "a la carte" snack offerings during lunch service.

If the Contractor does not want or cannot service a designated area, the District reserves the right to cancel the contract. Additional locations or changes in existing service beyond those initially listed herein may be negotiated as required. All purchases made by the Contractor must be in their own name and shall not attempt to bind the District in its contractual agreements.

Contractor shall furnish all machines and ancillary equipment specified and provide all labor, supplies, materials, supervision, change funds and products to fill and maintain all vending machines provided under this agreement for vending sales to students, faculty, staff and visitors. The District shall not be held liable for loss, theft or damage to machines, equipment, tools, materials, supplies, merchandise or personal property the Contractor or its employees located on District property.

VENDING LOCATIONS

The table below indicates the initial schools and quantity of machines. All machines must be delivered and installed November 15-17, 2021 and coordinated the Contract Administrator.

School	Number of Snack Machine(s)	Number of Drink Machine(s)
Castle Heights Middle School 2382 Fire Tower Road Rock Hill, SC 29730	2	2
Dutchman Creek Middle School 4757 Mt. Gallant Road Rock Hill, SC 29732	1	1
Rawlinson Road Middle School 2631 West Main Street Rock Hill, SC 29730	1	1
Saluda Trail Middle School 2300 Saluda Street Rock Hill, SC 29730	2	2
Applied Technology Center 2399 West Main Street Rock Hill, SC 29732	1	1
Flexible Learning Center 1234 Flint Street Extension Rock Hill, SC 29732	1	1
Northwestern High School 2503 West Main Street Rock Hill, SC 29732	4	9
Rock Hill High School 320 West Springdale Road Rock Hill, SC 29730	2	4

FOOD, BEVERAGES AND SNACK PRODUCTS

All products available to students must be fully compliant with District's Nutritional Policy and the U.S. Department of Agriculture (USDA) Smart Snacks Standards, as it stands, at the inception of the contract and as it is modified in the future.

A Guide to Smart Snacks in School (https://fns-prod.azureedge.net/sites/default/files/resource-files/USDASmartSnacks_508_62019.pdf) is available for review at this link. In order to verify a product is acceptable, vendors are encouraged to have products evaluated by the District's Contract Administrator. Placement of products outside the District's nutrition policy or USDA Food Nutrition Service Smart Snacks Standards will be immediately removed. Multiple violations of our nutrition policies will result in a termination of the contract.

VENDING MACHINE SPECIFICATIONS

The District prefers newer technology that monitors sales and commissions through a handheld computer or some other type of electronic mechanism for monetary accounting; thus eliminating the need for "hands-on" money accounting and the potential misappropriation of funds. If internet access is required for the electronic transmission of data, the vendor will be responsible for the placement of data cables at each machine, under the direction of the District's Contract Administrator or designee. The District requests the software to be able to monitor usage, content, fill rate, etc. in "real-time" through some form of technology to eliminate the need to physically inspect machines for this information.

These machines shall include, at a minimum, the following:

1. Be presentable in appearance and of sufficient capacity to provide continuous service. Machines shall be new or no more than five years old (from date of contract award).
2. Be UL listed, designated, constructed, installed and operated in accordance with the standard of the National Sanitation Foundation, the National Automatic Merchandising Association, U.S. Public Health Service Vending of Food and Beverage Code and all relevant state rules and regulations.
3. Meet ADA requirements in that all controls are located between two and four feet from the ground level. Equipment must have signage installed on or near the equipment to meet the needs of our students, i.e. Braille markings.
4. Electrically operated machines shall be double insulated or grounded. All machines must be properly secured to the facility in a manner to avoid injury and damage. District facility staff must be consulted prior to affixing anything to District property to assure compliance with District safety requirements.
5. Must have the ability to accept cash (both coins and bills, no foreign currency).
6. Machines must accept credit and debit cards. All sales are to be reported on a "gross sales" basis. Contactor shall be responsible for all debit/credit card fees; these fees shall be considered a cost of doing business and not an adjustment to the revenue for reporting commissions and any potential rebates. Revenue generated through card reader sales will be totaled and be remitted to the District via check payable to the District.
7. Must be able to generate sales totals and trends on demand.
8. Replacement of existing machines or additional machines may be required as facilities expand or volumes increase.
9. Must have non-settable cash meters for reporting sales.

10. Must have remote monitoring capabilities for stocking.
11. Must have at least a 10% better energy performance vs. Tier 2 Energy Star rated. Twenty four (24) hour, seven (7) day scheduling capability. Schedules must be programmed within two weeks of installation.
12. To minimize power usage, all lights shall be removed from conventional machine upon installation. Glass-front machines must have LED lighting and lighting low-power modes.

SERVICE

1. Initial determination of any subsequent changes of products to be offered for sale shall be subject to advance approval by the District. In addition, the District may require product change at any time based on quality, sales, customer request, or related customer service issues, which may arise.
2. The District must approve initial selling prices and subsequent proposed changes in prices set for existing or new products in advance.
3. Vending machines will be maintained with fresh products, particularly those with cold food items that could spoil or become stale.
4. All products will be pulled on or before the expiration date to maintain high quality and freshness.
5. Vending machines will have a “full” appearance; large gaps in the product supply are not acceptable. This may mean that some products will need to be replaced daily, depending on demand.
6. Vending machines will provide a variety of options for the purchasers. The limiting of selection to a single type of product is not acceptable.
7. Healthy foods must be identified with a recognized symbol such as a red heart. Refrigerated machines must have thermometers to guarantee that proper temperatures are maintained for food safety.
8. Contractor will deliver only enough product necessary to fill the vending machines and leave no excess inventory on District properties.
9. The repair of malfunctioning equipment is expected within twenty-four (24) hours after it is reported to the contractor). Same-day service is to be the normal procedure whenever possible. Machines that cannot be repaired on site within three business days are to be replaced with a similar machine.
10. Contractor will empty machine of money at least once each week.
11. Contractor will maintain bill changers at a ninety-five (95%) service level on a daily basis. The bill changers will have a capacity to accommodate users 24 hours a day 7 days a week.
12. Contractor will provide monthly reports with sales and stock data to the District.
13. Contractor will be responsible for providing refunds due to insufficient operations of the machine(s).
14. Contractor will supply and maintain an adequate petty cash fund for on-site refunds to be made for problems with the machines. This fund will be replenished on a schedule to guarantee that it is sufficient for needs. A petty cash fund will be needed at each unique address for vending service. In addition to petty cash, the Contractor must post on every machine a method for refunds after the District’s regular business hours.
15. It is paramount importance to the District that our students and staff are protected on school property. Personnel assigned to the schools for service or repair of vending machines must report to school personnel upon arriving at the site for clearance and obtain a visitor’s pass. Personnel shall be uniformed and carry identification when servicing machines under this contract. Personnel assigned to schools must not be previously convicted of crimes against children and are subject to a Background check at the District’s direction. The cost of any requested background checks shall be borne by the Contractor.

16. A representative must be assigned to the District account. This representative will collaborate with the District to schedule implementation of equipment, coordinate approval of any new products that become available during the life of the contract, and troubleshoot any service or quality issues that arise during the life of the contract.

MEETINGS

The District will schedule a minimum of one (1) meeting per calendar year with the Contractor(s) to insure that the contract complies with all terms and conditions of the contract by both parties. Either party may schedule additional meetings as the need arises. The meetings will be scheduled with a letter or email to the affected parties, to include required participants and agenda.

UTILITIES

The District will provide electrical service to designated locations without cost to the Contractor. However, the District will not be liable for equipment or products damage due to an interruption of service beyond its control. Any other utility requirements will be subject to negotiations between the Contractor and the District.

MAINTENANCE

The District will keep the area around the vending machine in a clean and neat order. The Contractor is required to move equipment, at least once, every six (6) months to insure cleanliness and sanitation of the area. This will occur during winter, spring or summer breaks in coordination with the District's Facilities Services.

COMMISSION

The commission statement will be reconciled to the registered readings of the cash accountability meters every month by machine and location. Any malfunction of the non-reset cash accountability meters must be reported immediately to the District. A copy of the commission statement, detailing lime item reporting, corresponding to the amount on the commission check must be attached to the commission checks and send to the District's Contract Administrator. Commission checks shall be endorsed to each individual location and mailed to Business Services located at 386 East Black Street, Rock Hill, SC 29730.

1. Collection intervals may not exceed thirty (30) days. If monthly commission payments are not received by the District on the due date in the remittance schedule prescribed, the unpaid commission shall pay a minimum of six percent (6%) interest for late payments.
2. Two (2) failures to remit commission payments to the District on the date prescribed or failure to remit the late commission by the fifteenth (15th) calendar day of the month will be considered justification for contract termination.

The Contract shall provide statement showing a record of all sales by machine, product, and quantity monthly or as requested by the District. Contractor acknowledges responsibility for all risk with respect to any reduction of gross sales from vending due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the District or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, changes to athletic and extracurricular programs or schedules, changes to school boundaries or District boundaries which may reduce the number of students in the District, machine failure (refunds), other acts beyond the District's control, and actions within the District's control necessary for sound educational reasons considered typical for public school systems. Unless otherwise expressly agreed by all parties, no reduction in gross sales attributable to such factors will constitute a basis for reducing or renegotiating commission rates or any other payments, to the District.

WARRANTY

The proposer warrants that the goods and services proposed to be supplied will be of good workmanship and of proper materials, free from defects. The District's intended use is for the resale and consumption of the snack and beverages and use of the equipment supplied under the contract by District employees, students and volunteers. The proposer warrants that the goods and services are suitable for their intended use.

VI. ELABORATION AND CLARIFICATION

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the RFP. If, after examination of the various terms and conditions and requirements of this RFP, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 12:00PM on **June 25, 2021** which is the last day for questions.

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

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

VII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

All proposals shall be submitted to Rock Hill School District no later than July 14, 2020 at 10:00 AM. Contractor shall deliver one (1) original **UNBOUND** copy, three (3) hard copies and one (1) USB drive of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **"RFP#21-2201 Smart Snack Vending Services."** All late proposals will be rejected. The District is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

All Responses shall be on 8 ½" x 11" paper with all standard text no smaller than twelve (12) points. The total page count shall not exceed twenty- five (25). Response shall be double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. **Failure of the respondent to organize the information required by this RFP as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this RFP.** The Contractor, however, may reduce the repetition of identical information within several sections of the RFP by making the appropriate cross-references to other sections of the response. Submittals shall include the following information divided by **tabs**:

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

The following information shall be listed in this section:

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

Also include the following descriptive information:

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

3. **Product Variety**

Please provide a list of products that are available for your company to vend. Include in your plan healthy foods and a way to identify such. The product mix will be coordinated with each school, depending on the culture of that school. All products available to students must be fully compliant with District's Nutritional Policy and USDA Smart Snacks Standards.

Additionally, include the plan to adhere to USDA Smart Snack guidelines.

4. **Qualifications, Experience and Past Performance**

Provide a brief description of your firm, including but not limited to the following:

- Firm's history and type of services provided
- Describe your company's prior experience with K-12, higher education institutions, non-profit, local government or government agencies, if any.

The Contractor must demonstrate their knowledge and expertise to perform the requirements of the scope of services. The Contractor shall have a proven track record with a minimum of three (3) years of smart snack vending services. The Contractor shall provide the following:

- Three (3) references (Appendix I) where similar services have been provided, particularly with K-12 public schools, higher education institutions, or any other public entity.

5. Commission Fee

Only proposals exceeding a minimum of 20% commission shall be considered. Commission Fee, Appendix II shall be submitted separately in a seal envelope.

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

6. Approach to the Services

Contractor shall provide the following information:

- Explain how your vending machines are secured to assure student safety
- Detail the proposed collection and remittance schedule. Specific format of the commission's statement along with computational details is subject to District approval. Please submit a sample of your collection and remittance schedule.
- Explain and present evidence how debit card sales will be tracked and reported as cash sales.
- Provide any unique elements of their services that may bring value to the proposal.

7. Appendices

The Contractor shall complete the following Appendices:

- Appendix I- References
- Appendix II- Cost Proposal
- Appendix III- Non-Collusion Affidavit
- Appendix IV- Conflict of Interest

VIII. EVALUATION CRITERIA

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

RFP Evaluation Criteria	Maximum Points
1. Commission Fee	40%
2. Product Variety	30%
3. Qualifications and Experience Past Performance	15%
4. Approach to Services	15%

IX. TENTATIVE SCHEDULE OF EVENTS

Proposal Issue Date	June 15, 2021
Last Day for Questions	June 25, 2021
Proposal Due Date	July 14, 2021 at 10:00AM
Statement of Award (tentatively)	August 9, 2021
Contract Implementation	August 11, 2021
Complete Smart Vending Machine Installation	November 15-17, 2021

X. AWARD CRITERIA

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

XI. APPENDICES

Appendix I- References

Appendix II- Cost Proposal

Appendix III- Non-Collusion Affidavit

Appendix IV- Conflict of Interest

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 accuracy of the contact information.

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

APPENDIX II- COMMISSION FEE

This is to be submitted back in a separate sealed envelope.

The vendor offers to pay to the District the following percentage of its gross sales as commission to provide the vending machine services to the District as specified.

Only proposals exceeding a minimum of 20% of gross sales receipts will be considered.

SNACK MACHINES AND BEVERAGE MACHINES:

PLEASE NOTE: Do not quote a range of percentages. Proposals quoting a range of commission percentages instead of a single fixed percentage will be **REJECTED**.

Total Commission ______________%

______________________________ (Percent)
(Written percent amount)

Can you provide services to each facility listed in the scope of services? Yes _____ No ______

The District reserves the right to negotiate fee.

Contractor Name: ______________________________

APPENDIX III- NON-COLLUSION AFFIDAVIT

State of ___________________________________

County of __________________________________

_________________________________ being first duly sworn, deposes and says that:

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

(2) **I AM** fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP:

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

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

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

______________________________ ______________________________
Printed Name Signature

____
Title

Subscribed and sworn to before me

this __________day of ________,20_____

____
(Notary Public)

My commission expires _________________

APPENDIX IV- CONFLICT OF INTEREST

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

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor 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: ____