	District Five of Lexington and Richland Counties Bid Invitation	Solicitation #	2023-002
		Date Issued	06/29/2022
		Procurement Official	Lauren Bové
		Phone	(803) 476-8182
		E-Mail Address	D5bids@lexrich5.org

DESCRIPTION	Armed Security Guard Services
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The Term "Offer" Means Your "Bid" or "Proposal"

SUBMIT OFFER BY	July 19, 2022 @ 11:00 am
QUESTIONS MUST BE RECEIVED BY	July 11, 2022 @ 12:00 pm Electronically to D5bids@lexrich5.org
NUMBER OF COPIES TO BE SUBMITTED	One (1)

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

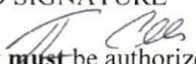
District Five of Lexington and Richland Counties
Purchasing Office
1020 Dutch Fork Road
Irmo, SC 29063



CONFERENCE TYPE: Not Applicable DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Not applicable
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AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://www.lexrich5.org/Page/29433
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You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer) Universal Protection Service LLC d/b/a Allied Universal Security Services		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input checked="" type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE  (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above) Manager Business Dev.		
PRINTED NAME (Printed name of person signing above) Thomas Collins	DATE SIGNED 7/13/2022	

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. 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

DE

(If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.

56-0515447

COVER PAGE

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business) Allied Universal Security Services Eight Tower Bridge 161 Washington Street, Suite 600 Conshohocken, PA 19428				NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) 140 Stone Ridge Dr Suite #140 Columbia, SC, 29210			
				Area Code: 803	Number: 743-8610	Extension: :	Facsimile:
				E-Mail Address: thomas.collins@aus.com			
PAYMENT ADDRESS (Address to which payments will be sent.) Allied Universal P.O. Box 828854 Philadelphia, PA 19182-8854 <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)				ORDER ADDRESS (Address to which purchase orders will be sent) 140 Stone Ridge Dr Suite #140 Columbia, SC, 29210 Order E-Mail Address: thomas.collins@aus.com <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)			
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT		10 Calendar Days (%) _____	20 Calendar Days (%) _____	30 Calendar Days (%) _____	_____ Calendar Days (%)		
MINORITY PARTICIPATION							
Please answer the following question:							
1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide certification number: _____.							

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I. SCOPE OF SOLICITATION

School District Five of Lexington and Richland Counties is seeking bids to perform **Armed Security Guard Services** from qualified sources using the specifications outlined in this document.

ACQUIRE SERVICES: The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions

MAXIMUM CONTRACT PERIOD — ESTIMATED: Start date: August 16, 2022 End date: August 15, 2027. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract - Effective Date/Initial Contract Period”.

The initial term of the contract will be one (1) year with four (4) additional one-year options to renew for a maximum contract term of five (5) years.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS: CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Board of Trustees of District Five of Lexington and Richland Counties.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT means all types of District Five of Lexington and Richland Counties’ agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or

construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract TITLED "Changes, "if included herein, authorizes the Procurement Coordinator to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT means District Five of Lexington and Richland Counties.

OFFER means the bid, quote or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All bidders requesting the bid package will be sent copies of all amendments. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of one hundred thousand dollars, in addition to the posted notice, notice of intended award will be sent to all Offerors responding to the Solicitation. Any award resulting from this Solicitation will not be effective until the seventh business day after such notice is given. When only one response is received, the notice of intended award and the seven-day delay of award may be waived.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with District Five of Lexington and Richland Counties. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH and DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the Offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal].
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)

- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, 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

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Check for federal and state disbarments at www.sam.gov and <http://procurement.sc.gov/legal/legal-suspend-debar>.

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: www.lexrich5.org.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. 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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or their designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal processes so

that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.lexrich5.org>

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided.

See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the with District or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.*

PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS:

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

Email is the preferred method for submitting with "Questions: Solicitation # as the subject of the email." Questions must be submitted in an easily copied format such as Word.

Email: D5bids@lexrich5.org

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 476-8138.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS/IMPROPER OFFERS: (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material

nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The district may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offer. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.lexrich5.org>

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

SUBMITTING A PAPER OFFER OR MODIFICATION: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Address to the Office of Procurement Services as specified in the Solicitation (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION: Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

BACKGROUND CHECKS: The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

CLARIFICATION: Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

PROTESTS: Bidders desiring to exercise protest rights under Section 4210 of the District Procurement Code should direct all correspondence to:

Lynda Robinson, Coordinator of Procurement
School District Five of Lexington and Richland Counties
1020 Dutch Fork Road
Irmo, SC 29063

Fax: 803-476-8140

E-Mail: ljrobins@lexrich5.org

SITE VISIT - Bidders are strongly encouraged to visit each site prior to bidding to inspect the sites. All visitors are required to check in at the front office of the school.

EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.

III. SCOPE OF WORK / SPECIFICATIONS

School District Five of Lexington and Richland Counties is seeking bids from qualified sources to perform **Armed Security Guard Services** (hereinafter, "ASG") using the specifications outlined in this document.

DELIVERY LOCATIONS:

After award, all deliveries shall be made and all services provided to the locations and school sites specified in the purchase order.

A. MINIMUM REQUIREMENTS

- a. The Contractor shall provide Armed Security Guard Services, in accordance with the SC Code of Laws, to serve at six (6) designated locations located in School District Five of Lexington and Richland Counties. One ASG will be permanently assigned at each location.
 1. Chapin Intermediate School- 1130 Old Lexington Highway, Chapin, SC 29036
 2. Chapin Elementary School- 940 Old Bush River Rd., Chapin, SC 29036
 3. Leaphart Elementary School- 120 Piney Grove Rd., Columbia, SC 29210
 4. Nursery Road Elementary School- 6706 Nursery Rd., Columbia, SC 29212
 5. Piney Woods Elementary School – 841 Amicks Ferry Rd., Chapin, SC 29036
 6. Seven Oaks Elementary School- 2800 Ashland Rd., Columbia, SC 29210
- b. The Contractor and its officers performing services pursuant to this specification shall be licensed or registered in accordance with the SC Code of Laws
- c. Each Armed Security Guard shall be required to maintain a current permit while on duty. Other personal safety devices, such as batons, tasers and/or other non-lethal equipment may be carried if permitted by South Carolina laws and regulations and with the approval of SLED. It is the responsibility of the Offeror to ensure complete and up-to-date knowledge and compliance with regard to South Carolina laws and regulations, and maintain valid permits and SLED approvals and records. All required permits and SLED approvals and records shall be made immediately to District 5, upon request
- d. Contractor shall be responsible for the direct supervision of all assigned Armed Security Guards through its designated representative(s). Contractor's representative(s) shall be available to report to and confer with the designee of District 5 with respect to day to day operations and services and in the event of an emergency, between the District's normal business hours. The District will provide the awarded incumbent with direct contact information prior to the commencement of the contract.
- e. The Contractor shall be responsible for providing all labor, material, equipment, supplies and transportation necessary to perform the level of service specified herein
- f. All Armed Security Guards assigned to the District shall be employees of the security agency.
- g. All Armed Security Guards assigned shall be always bound by a code of conduct which strictly regulates their personal appearance, conduct, attitude and contact with others
- h. Upon award, the Contractor shall submit a list of all security officers assigned to this contract. Additionally, for each security officer listed, Contractor shall furnish permits or registration/identification cards and instructor signed *Proof of Training Record- Firearms Training* https://www.sled.sc.gov/forms/security/Security_Officer_Proof_of_Firearms_Training.pdf
- i. The Contractor shall have a certified company Training Officer that meets all requirements as established by law and as recognized by SLED.
https://www.sled.sc.gov/PI_Security.html

B. SECURITY COVERAGE

- a. The Contractor shall provide one (1) armed guard per shift per location as required during

- the assigned location's normal hours of operation, Monday through Friday (excluding District holidays or closures due to inclement weather).
- b. Additional scheduled business days and/or hours may be added or subtracted at any time. Contractor shall be notified at least twenty-four (24) hours in advance of the beginning of the newly scheduled business days or hours.
 - c. The District reserves the right to increase or decrease the number of Armed Security Guards and/or assigned locations throughout the contract period. Contractor shall be notified at least 30 days in advance of said changes.

C. ADMINISTRATIVE SUPPLIES AND EQUIPMENT

- a. The Contractor shall provide all registration forms, incident report forms, logbooks, investigation report forms, check off sheets, and any other administrative supplies necessary to carry out all the requirements of the contract.
- b. Contractor is responsible for pay, benefits, vacation pay, sick pay, and/or pay due to inclement weather. The District shall not be responsible for pay above the hourly agreed amount for hours actually worked.
- c. Contractor shall supply all Armed Security Guards with appropriate uniforms, name tags, and any special safety equipment required in the performance of their duties. All uniforms must be neat, clean, pressed and in good condition. All Armed Security Officer uniforms must be clearly distinguishable from that of any official in law enforcement officer of the State and local government as provided for in the SC Private Detective and Security Agencies Rules and Regulations.
- d. Firearms and any other personal safety devices or equipment will be supplied by the Contractor.

D. ARMED SECURITY GUARD DUTIES

The primary responsibility of the armed security guard is to provide a safe environment for District staff, students, and the general public. These services shall include:

- a) Serve as a first responder to violent, disruptive, or other emergency incidents on school property. Take appropriate action to safeguard life, property, and order and to provide necessary aid and assistance. Coordinate with and assist law enforcement or other first responders upon their arrival.
- b) Patrol assigned buildings, parking lots, and grounds for illegal activities, suspicious activity or behavior, or dangerous situations. Report matters of concern to school administration and/or law enforcement. Respond appropriately within the authorities granted by law, District policy, and company directives.
- c) Confront trespassers and unauthorized visitors to ascertain their business on campus and to prevent unlawful entry onto campus. Escort unauthorized visitors to the main office or off-campus, as appropriate and in coordination with school administration.
- d) Monitor student activity and movement in school buildings and throughout school. Notify school personnel of serious rule violations, disorderly student behavior, or otherwise unsafe conditions.
- e) Check exterior and interior doors to ensure all doors are secured (lock and closed) and all door locks and card readers are operational and functioning properly. Notify school administration of malfunctioning doors/locks and request maintenance for necessary repairs. Maintain a record of unsecured doors.
- f) Operate two-way radios, to maximize security coverage and protection of people, property, and the peaceful conduct of school business.
- g) In coordination with school officials, assist with traffic control, traffic and pedestrian management, and parking within the work hours prescribed above. Check vehicles on

campus for proper parking authorization and determine if vehicles are parked in restricted areas.

- h) Assist with developing emergency response procedures, as requested. Assist with conducting and participate in fire drills, lockdown drills, and other safety drills. As requested, assist with emergency management, safety, and security training of school personnel.
- i) Participate in safety and security inspections and assessments of assigned schools. Advise school administrators of hazardous conditions, unsafe procedures, and other serious security matters. Recommend and assist with implementing mitigation measures.
- j) Communicate with the security supervisor in a timely manner regarding on-going concerns, problems, or unresolved issues that jeopardize safety and/or security, violate District policy or protocol, or otherwise hinder the orderly conduct of school business.
- k) Immediately document and report to the appropriate officials any evidence of criminal activity. Cooperate fully with administrative and criminal investigations. Testify in criminal and administrative proceedings as necessary.
- l) Provide security support and assistance at school functions and sporting events occurring on campus within the work days and work hours described above. Duties include but are not limited to walking among event spectators and other attendees to promote order and to provide a visible presence that promotes safety issues.
- m) Perform other security-related duties as assigned.
- n) ASGs shall report infractions to a school administrator. ASG may not impose discipline on a student but shall, upon request, provide any requested assistance in terms of supplying witness statements, testimony, etc.
- o) ASG shall not perform duties reserved for administrators, teachers, or other staff members. They shall not, for example, be assigned to monitor a classroom in the absence of a teacher.
- p) Questions or disputes regarding the duties and responsibilities of ASGs shall be presented to the District representative and the ASG's Supervisor for resolution.

E. CONTRACTOR DUTIES:

- a. Serve as the primary liaison between the District and the ASG for operational, administrative, and contractual issues.
- b. Regularly conduct site visits of all schools to supervise and provide guidance to ASG's.
- c. Assist the District representative with investigating and resolving complaints involving ASG's.
- d. Notify the District representative of projected, anticipated, or actual vacancies as soon as the vacancy is known.
- e. Review incident and other reports written by ASGs and forward them to the District representative in a timely manner.
- f. Notify the District representative of any known or alleged performance problems or concerns involving ASGs.
- g. Coordinate with the District representative and appropriate school personnel to complete annual performance questionnaires of ASGs.
- h. Ensure ASGs are properly equipped and licensed.
- i. Notify the District representative of any issues that could impact contract performance or the safety/security of the District's schools or operations.
- j. Other management-related duties as assigned.

F. AUTHORITY AND JURISDICTION, PERMITS, LICENSES, AND ADHERENCE TO LAWS

- a. Prior to commencement of work under this contract, the Contractor shall:

- i. Obtain, possess, and maintain all business and corporate licenses required to operate as a business and as a contract security business in the State of South Carolina. Failure by the Contractor to possess all required licenses will be grounds for termination for cause.
 - ii. Obtain all licenses and permits required for each ASG to serve as an armed security officer in the District.
 - iii. ASGs must possess a security officer registration certificate from South Carolina Law Enforcement Division (SLED) and an issued security weapons permit from SLED to be assigned to work under the contract.
 - iv. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under the contract.
- b. The Contractor shall furnish a legible copy of all legally required licenses and permits (including copies of permits and licenses issued to individual ASGs) to the District representative prior to the contract start date and again within fifteen (15) days after each anniversary of the contract start date.
 - i. The Contractor shall complete and certify a written record that shows names and issue dates for each ASG having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any work.
 - ii. The Contractor shall provide an updated record to the designated District representative upon any change of personnel assigned to the contract.
- c. The Contractor shall be responsible for maintaining current, valid copies of all licenses, permits certifications, and registrations and for complying with all applicable federal, state, and local laws and regulations associated with licensing and permit issuance.
 - i. Failure by the Contractor to maintain valid licenses and permits will be cause for the District representative to take contractual actions, up to and including termination, for cause and removal of personnel from the contract
 - ii. ASGs must carry only an on-duty firearm with a minimum of .22 and maximum of .45 caliber. The maximum barrel length is six inches. ASGs are not authorized to carry concealed weapons on District property or while performing security services for the District, unless otherwise allowed by state law.
 - iii. ASGs must carry their security weapons permit on their person while on duty and must keep a current, legible photocopy on file with the Contractor. Failure by an ASG to carry a valid security officer registration certificate and security weapons permit while on duty shall result in the ASG being removed from the contract until the valid certificate or permit is obtained.
 - iv. The District representative may conduct inspections of required licenses and permits at any time. The Contractor and individual ASGs shall provide such documentation upon request.

SECURITY BACKGROUND INFORMATION:

The Offeror and/or his/her employees performing service under the terms of a contract resulting from this solicitation must undergo a security background investigation. Upon contract signing, a listing of personnel assigned to each school will be submitted along with the following information:

- a) Full name of individual
- b) Sex
- c) Birthdate
- d) Social Security Number

PURCHASE ORDERS: CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE DISTRICT. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

SUBMITTING REDACTED OFFERS: You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

QUALIFICATIONS -- REQUIRED INFORMATION:

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- (a) The general history and experience of the business in providing work of similar size and scope.
Five (5) year minimum

- (b) Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.
- (c) A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (d) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (e) List of failed projects, suspensions, debarments, and significant litigation. If no such list exists, please include a statement to that fact.
- (f) Offeror shall demonstrate a satisfactory record of performance from at least three (3) references preferably within the K-12 environment. Contract must be similar in size and type. References should be for work completed within the last three (3) years and should be on the same scope as described within this solicitation. If providing school districts as references, include the total student population of each district. References will be contacted by e-mail, so you must provide a current e-mail address for each reference.
 - a) Company Name
 - b) Street or PO Address
 - c) City, State, Zip Code
 - d) Contact Name
 - e) Contact Phone Number
 - f) Contact Email Address
 - g) For each reference, provide a brief description of the work performed.

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA - BIDS: Award will be made to the lowest responsive and responsible bidder.

AWARD TO ONE OFFEROR: Award will be made to one offeror.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment

applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer or designee shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed

a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified on Cover Page. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE REPRESENTATION: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined SC Code Section 11-35-5300.

PAYMENT & INTEREST: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes from District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

IRAN DIVESTMENT ACT- ONGOING OBLIGATIONS: (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you Mandatory. Required by the Iran Divestment Act of 2014, S.C. Code Ann. Sections 11-57-10, et seq. Table of Clauses (SEP 2017) 38 Clause # Text Guidance on Use enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

SWMBE PARTICIPATION: District Five of Lexington and Richland Counties encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Board of Trustees. In order to be included in this report, you must submit a copy of your certificate with your bid.

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION: Subject to the conditions below, the District, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason.

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of District's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

1. **BACKGROUND CHECKS:** Any and all persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on District property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on District property. The contractor/vendor is solely responsible for any and all fees and/or charges associated with completion of the background check(s) required herein. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.
2. All employees of the contractor shall comply with the District's smoke-free regulations. The District provides a smoke and tobacco free environment of its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.
3. No alcohol or illegal drugs are permitted in any building or on the grounds of any District building.
4. Contractor's personnel must wear an identification badge as approved by the District and shall utilize the procedures authorized by the District to obtain access to District buildings.
5. The contractor must provide evidence of liability insurance.

CHANGES:

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTS: Every resulting contract is subject to all terms of the District procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and the District's procurement code.

CONTRACTOR'S LIABILITY INSURANCE (GENERAL):

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) The District and its officers, officials, employees and volunteers must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District and all of its officers, officials, employees and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

DEFAULT: (a)(1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6)

quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly

or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means District Five of Lexington and Richland Counties, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION: (a)

Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of District information (as defined in the clause titled Information Security – Definitions) cause in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent: (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the District of Lexington and Richland Five, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

INDEMNIFICATION INTELLECTUAL PROPERTY: (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of

District information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such action is brought by a third party or an Indemnatee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnatee must notify contractor in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnatee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnatee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnatee" means District of Lexington and Richland Five, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

INFORMATION SECURITY – DEFINITIONS:

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS:

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions*. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates*. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) *Collecting Information*. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use*. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before

disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return*. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws*. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Disclosure*. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy*. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever

one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS & SERVICES: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

PRICING DATA – AUDIT – INSPECTION): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer’s request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the District may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the District context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the District context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the District.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT- EFFECTIVE DATE / INITIAL CONTRACT PERIOD:
The effective date of this contract is the first day of the Maximum Contract Period as specified on the final

statement of award. The initial term of this agreement is 1 year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW: (a) At the end of the initial term, and at the end of each renewal term, the District reserves the right to extend the contract for a period not to exceed up to four (4) additional one (1) year period(s) upon the mutual agreement of both parties and provided prices remain the same for the extended one-year period(s). Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE:

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by School District 5 of Lexington and Richland Counties, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

VIII. BIDDING SCHEDULE

Cost to provide six (6) uniformed, Armed Security Guards to serve at permanently assigned locations in School District Five of Lexington and Richland Counties. Provide an all-inclusive PER HOUR rate as described in solicitation. Cost shall include all labor, materials, travel, meals, benefits, taxes, clerical personnel, etc.

\$ 25.72 per hour

Service Locations:

1. Chapin Intermediate School (CIS)
2. Chapin Elementary School (CES)
3. Leaphart Elementary School (LES)
4. Nursery Road Elementary School (NRES)
5. Piney Woods Elementary School (PWES)
6. Seven Oaks Elementary School (SOES)

Signature of Authorized Official: 

Print name and Title: Thomas Collins

X. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

- A. References
- B. Minority Participation Affidavit
- C. Offeror's Checklist

ATTACHMENT A

REFERENCES

Instructions: Provide three references of customers that you have provided similar services as is described in this solicitation. The list of References shall be completed in its entirety and submitted with the bid response.

Company/School Name: ST. JOHNS COUNTY SCHOOL DISTRICT

Address: _____

Contact Person: Patrick Snodgrass Director of Purchasing

Phone Number: (p) 904-547-8940 Patrick.Snodgrass@stjohns.k12.fl.us

Type of Service: Security Services

Company/School Name: ROCK HILL SCHOOLS

Address: 2171 West Main Street
Rock Hill, SC 29732

Contact Person: LaWana Robinson - Lee Purchasing Department

Phone Number: 803 - 981 - 1154 LRobinsonLee@rhmail.org

Type of Service: Security Services

Company/School Name: JASPER COUNTY SCHOOLS

Address: 10942 N. Jacob Smart Blvd.
Ridgeland, SC. 29936

Contact Person: Dr. Rechel M. Anderson, Superintendent

Phone Number: Office Number: 843.489.8892
rechel.anderson@jcsd.net

Type of Service: Security Services

ATTACHMENT B

MINORITY PARTICIPATION AFFIDAVIT

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☒ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☒ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☒ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☒ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>
[04-4015-3]

ATTACHMENT C
Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ✓ MAKE SURE THAT YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your offer.

SUBMIT WITH OFFER:

1. Cover Page
2. Page 2
3. Bid Schedule
4. Reference Sheet
5. Minority Participation Affidavit
6. Completed W-9 (if needed)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. UNIVERSAL PROTECTION SERVICE, LLC	
2 Business name/disregarded entity name, if different from above DBA ALLIED UNIVERSAL SECURITY SERVICES, LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 828854	Requester's name and address (optional)
6 City, state, and ZIP code PHILADELPHIA, PA 19182-8854	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
5	6		-	0	5	1	5	4 4 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 12/7/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**Response to
District Five of
Lexington and Richland
Counties**

**Request for Proposals
for**

**Armed Security
Services**

Due July 19, 2022

Presented to:
Lexington and Richland Counties

Presented by:
Thomas Collins
Business Development Manager
Mobile: 803-743-8610
thomas.collins@aus.com

Allied Universal Security Services
140 Stone Ridge Dr | Suite #600
Columbia, SC 29210

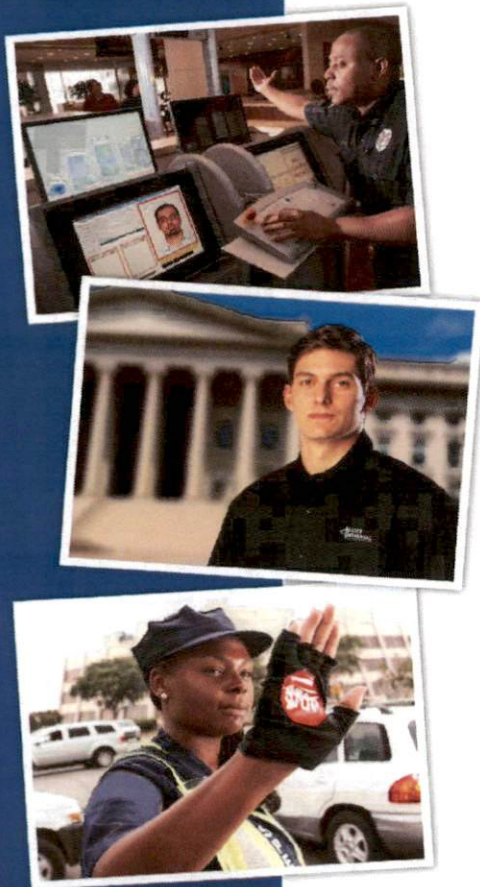


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Cover Letter

July 19, 2022

Dear Members of the Selection Committee:

Allied Universal Security Services (AUS, Company) is proud to participate in the **Lexington and Richland Counties District** solicitation to provide **Armed Security Guard Services** at the public schools. The Company's goal is to continue to provide a visible and safe security program at various public-school locations throughout the State.

We have the manpower resources, specialized school security training curriculum, support structure and relationships to effectively support the **Lexington and Richland Counties** mission.

We realize that the schools, like many public agencies today, faces challenges on many fronts. Your outsourced services partners play an integral role in achieving your own goals. We understand our role in providing a safe, secure environment. Our experience allows us to offer the schools:

- **PROOF POINT 1** – Currently operating nearly identical program with **Rock Hill Elementary, Horry County, St. Johns County and Jasper County Elementary Schools**. Recruiters with in-depth knowledge of the local labor market ensure we have the best security professionals available, those best suited for working within school facilities.
- **PROOF POINT 2** - Support infrastructure that includes specialists in school security, in-house trainers, recruiters, field inspectors, and respective school security expertise.
- **PROOF POINT 3** - Proven best practices instituted through our national standards for education environments, safety and security.

For everyone at Allied Universal, thank you for the opportunity. If you have any questions about our proposal or wish to schedule a presentation of same, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Daniels'.

Andrew Daniels
Vice President
(Authority to Bind the Company)
140 Stone Ridge Dr | Suite #140
Columbia, SC, 29210
Mobile: 954-415-1367
Email: andrew.daniels@aus.com

Thomas Collins
Business Development Manager
Mobile: 803-743-8610
Email: thomas.collins@aus.com

General History

Universal Protection Service LLC d/b/a Allied Universal Security Services

Firm Address

140 Stone Ridge Dr | Suite #140
Columbia, SC 29210

Contact information for the Officer of the Firm in charge of this Proposal

Thomas Collins
Business Development Manager
Mobile: 803-743-8610
thomas.collins@aus.com

Contact information for proposed account manager

Allied Universal® recruits to meet the specific needs of each client and their individual security program. As such, we do not currently have in our employment the designated Account Representative for Beaufort Schools. However, Allied Universal shall take two approaches to meeting the staffing requirements for the Beaufort Account Representative as well as the additional security team members as outlined below.

1. **Internal Recruiting** - Allied Universal® will staff this contract with some of our top security personnel who are looking for new career opportunities or career advancement opportunities.
2. **External Recruiting** - We will recruit and screen the best candidates using our proven recruitment expertise to advertise, recruit, and screen the top applicants to fill the staffing profile developed concurrently with Beaufort Public School District as indicated by a number of suitable personnel that we have proactively identified as potential candidates.

References

References

ST. JOHNS COUNTY SCHOOL DISTRICT

1200 HPW

Patrick Snodgrass

Director of Purchasing

(p) 904-547-8940

(f) 904-547-8945

Patrick.Snodgrass@stjohns.k12.fl.us

WAKE COUNTY PUBLIC SCHOOLS

Contact Name: Mr. Kendrick Scott and Mr. Russ Smith

Contact Info: Kendrick Scott (Primary Contact)

WCPSS Security Department

Russ Smith, Senior Director
WCPSS Security Department
919-431-7777
Rsmith1@wcpss.net

JASPER COUNTY SCHOOLS

10942 N. Jacob Smart Blvd.
Ridgeland, SC. 29936
Dr. Rechel M. Anderson, Superintendent
Office Number: 843.489.8892
rechel.anderson@jcsd.net

ROCK HILL SCHOOLS

Purchasing Department
2171 West Main Street
Rock Hill, SC 29732
LaWana Robinson-Lee
803-981-1154
LRobinsonLee@rhmail.org

Financial Position

Availability of Personnel, Facilities, Equipment and Other Resources Evidence that the Contractor is Financially Solvent

Allied Universal's has the financial strength, available resources, or stability. We bring confidence that your security partner will be there. We are well capitalized to manage large programs, provide long term financial stability, and buying power.

A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.

ST. JOHNS COUNTY SCHOOL DISTRICT

1200 HPW
Patrick Snodgrass
Director of Purchasing
(p) 904-547-8940
(f) 904-547-8945
Patrick.Snodgrass@stjohns.k12.fl.us

Description:

Allied Universal provides School Guardian trained and certified Armed Security Officers. Officers meet strict psychological testing and background requirements. All officers receive 144-hours of specialized guardian training provided by St. Johns County Sheriff personnel.

WAKE COUNTY PUBLIC SCHOOLS

Contact Name: Mr. Kendrick Scott and Mr. Russ Smith

Contact Info: Kendrick Scott (Primary Contact)
WCPSS Security Department
Senior Administrator, Special Operations
919.291.2557
Russ Smith, Senior Director
WCPSS Security Department
919-431-7777

HPW: 2,900

Description of Work: Provide post security at some Elementary Schools and WCPSS School HQ's; provide Bike Security Officers at most WCPSS High Schools and a few Middle Schools; provide after-hour, weekend and Holiday Patrol service to respond to alarms and conduct routine patrols; provide 24/7 Alarm Monitoring and dispatching of all WCPSS facilities to include after-hours calls and emergency notifications; Provide Supervision of all assigned officers.
Client Since: 2001

ROCK HILL SCHOOLS

Purchasing Department
2171 West Main Street
Rock Hill, SC 29732
LaWana Robinson-Lee
803-981-1154
LRobinsonLee@rhmail.org

HPW: 760

Description:

Operate security systems, including video surveillance systems and two-way radios, to maximize security coverage and protection of people, property, and the peaceful conduct of school business.

Serve as a first responder to violent, disruptive, or other emergency incidents on **Elementary School Property**. Take appropriate action to safeguard life, property, and order and to provide the necessary aid. Coordinate with and assist law enforcement or other first responders upon their arrival. Patrol assigned buildings, parking lots, and grounds for illegal activities, suspicious activity or behavior, or dangerous situations. Report matters of concern to school administration and/or law enforcement. Monitor student activity and movement in school buildings and throughout campus. Warn students of school rule violations when appropriate.

List of South Carolina Clients

State of South Carolina
State of South Carolina Department of Corrections
Rock Hill Schools



K-12
EDUCATION



MAKING SECURITY FOR OUR CHILDREN TOP PRIORITY

Understanding the Vibrancy of Educational Environments

Active shooter and other hostile event violence is increasing across the nation, while the discussion on how to prevent and mitigate such situations are quickly evolving. As the nation's largest private security services provider, Allied Universal offers customized school-based and district-wide solutions to assist in a comprehensive security approach to keeping your schools safe, while maintaining their vibrant learning culture.

Secure Your Learning Environment

Allied Universal secures your school with highly trained security professionals backed by technology solutions so you can focus on creating a safe environment for your students, faculty and staff. We offer:

- › Friendly school security professionals, with a customer-service mindset, who elevate security goals through incident management and safety patrols
- › Access control solutions to manage visitors and provide lock-out assistance when necessary
- › A dedicated K-12 support team for strategic thought leadership, solution designs and consultative program management
- › With training that can be audited at anytime, our Security Professionals help support your school's unique Title IX compliance needs for response and reporting

Unrivaled Training & Resources

Schools face intense pressure to address safety incidents, hazards and stay current on issues facing the school security landscape. We are a contract security provider that offers training courses in critical school safety areas.

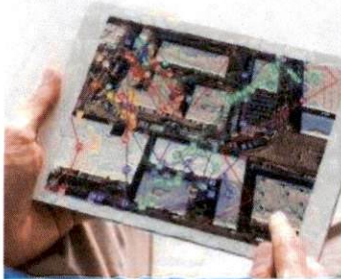
- › Customized online Fire/Life Safety training for schools
- › Emergency Response Planning and Active Shooter/Hostile Event Preparedness
- › First Aid/CPR/AED and ADA compliance



Allied Universal is dedicated to your school community safety. We deliver a comprehensive strategy supported by a **CUSTOMIZED INTEGRATED SECURITY SOLUTION**. We look forward to discussing how our capabilities will help improve school safety in your district.



To learn more about how Allied Universal can help make your school safe and secure, visit www.aus.com/k-12



A Full Suite of Security Technology Solutions

Allied Universal offers a full suite of solutions to help you increase your facility's safety and satisfaction while managing costs.

Technology that Solves Problems

Through our Global Security Operations Center as a Service (GSOCaaS), we manage security operations, develop security strategy and deploy effective security measures with best-in-class technology and managed services—allowing you to increase safety at your school without investment in additional infrastructure or expertise. We can help you:

- Empower your school's students, families and staff to take action when they see suspicious or threatening activity via our LiveSafe community, our sourced situational awareness application
- Monitor and analyze public information posted across the web, dark web and social media with ThreatMinder to proactively identify and address threats
- Expand your security presence and reach instantly with Robotic Assistance Devices (RAD) by utilizing RAD SCOT™ detection, ID checking, facial recognition, MAC Tracker™ capabilities, communications, help buttons, and video capabilities

Intelligence-Driven Workforce Management

Manage on-premise workflows more effectively and transform the traditional reporting process into a paperless, real-time solution with web and GPS-based technology. Gain access to:

- Information Management
- Security Guard Tour Tracking & Supervision
- Automated Incident & Daily Reporting
- Interactive Post Orders & Online Training
- Incident Heat Mapping & Security Asset Allocation

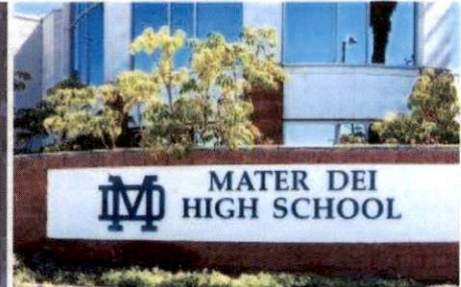
Monitoring and Response Center (MaRC)

Our MaRC provides 24/7 end-to-end video surveillance using leading-edge equipment and state-of-the-art real-time analytics to proactively intervene through our central command presence, offering:

- Event-based video monitoring customized to your security protocols
- Fire and burglary alarm monitoring
- Virtual guard tours, remote video escorting and remote lobby management

Combining Security Professionals and Security Technology to Keep Our Schools Safe

Mater Dei and Allied Universal have worked closely as partners over the years to fine-tune a security structure that best fits the unique needs of the school. During this time, the academic powerhouse has implemented several of Allied Universal's recommendations that have resulted in an increase in both security awareness and protection.



To learn more about the right integrated security solution for your facility, call us at 866.825.5433 or visit www.aus.com/k-12



Licenses

Professional Licenses

Please see the following professional licenses that are required to perform the services as listed in the scope of work.



List of failed projects, suspensions, debarments, and significant litigation.

UPS, LLC is not subject to any suspensions or debarments.

Like any vendor, UPS LLC is subject to routine civil litigation in the ordinary course of its business, some of which involves claims resulting from the conduct of its operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims. There is no ongoing civil litigation, administrative enforcement action or like legal proceeding that would have a materially adverse impact on UPS LLC, its operations or its financial condition; nor, to our best knowledge, information and belief, is any such civil litigation, administrative enforcement action or like legal proceeding pending or threatened.

Proposed Scope of Work, Approach and Understanding

Our Approach

Comprehensive Training

Experience shows that virtually every measure of security professional quality can ultimately be tied back to learning and development. Your security program can only succeed if the security teams that support you are trained, knowledgeable and prepared. As the industry's training leader, Allied Universal also believes that security professionals should not just be prepared for a job, but for a career. **We are committed to providing the District with the security industry's most highly trained and prepared security professionals and managers.**

Our award-winning learning and development program goes beyond traditional training and provides enhanced course offerings, compliance functionality and opportunities for employee growth. Our comprehensive training program is the starting point for security professionals' growth and development.

A range of mandatory and voluntary training modules are offered pre-assignment, on-the-job and as continuing education as security professionals strive to stay current with industry trends and your evolving needs. A dedicated, national training department consists of an experienced and creative team of professionals committed to keeping training innovative and informative. They support more than 50 professional and certified trainers across the country. Training is tailored for specific roles:

Allied Universal Security Professional Training: There are five phases of security professional onboarding and development.

1. New Employee Orientation
2. On-the-Job-Training Post Certification
3. Core Training
4. Quarterly Site Training
5. Vertical Market Training

Methods of Training

Better-trained school security professionals and managers not only help minimize risk and maximize safety, but ultimately provide a higher return on your investment. Allied Universal offers a variety of training options to ensure your security team has access to the information they need, when and how they need it.

Training Methods

eLearning – Allied Universal | EDGE

Security professionals and managers can complete training at a time and place that's convenient for them. Allied Universal|EDGE® [Educate, Develop, Grow and Engage] is our proprietary online learning and development system.

1,000+ assets (courses, videos, webinars, modules)

3,000,000+ courses completed since 2009



Instructor-led

Employees benefit from hands-on instruction in

classroom and group settings; questions can be addressed and testing conducted.

Virtual Instructor-led Training (vILT)

Training designed to simulate the traditional classroom or learning experience delivered in a virtual environment when the instructor and learner are in separate locations.



On-the-Job-Training

Site-specific and customized training is conducted at your location. A customized checklist is entered into our online database to ensure compliance.



Scenario-based Learning

Employees are trained on real life situations that happen in the learner's environment. This teaches security professionals how to react and make decisions when certain scenarios arise.



mLearning

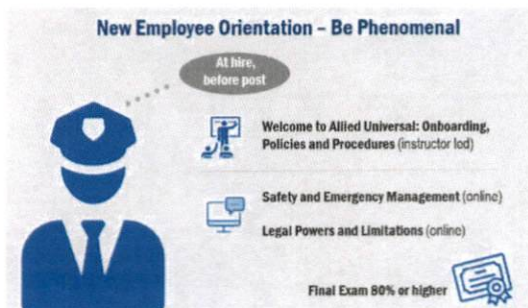
Online learning suitable for an iPad. Used as needed for refresher courses on topics such as fire safety, ethics and client experience. Mobile learning includes a library of videos and podcasts.



After each training program is delivered, knowledge is tested to ensure security professional comprehension. You have peace of mind knowing that security professionals are well-trained and prepared to exceed your expectations.

New Employee Orientation

New Employee Orientation (NEO) is Phase One of the Five Phases of Security Professional Onboarding and Development. NEO is a three-hour interactive training program designed to help position our employees for a successful career with Allied Universal. NEO will help build confidence and pride in each employee's personal brand and in the Allied Universal brand.



On-the-Job Training (OJT) Post Certification

Phase two of Allied Universal's Five Phases of Security Professional Onboarding and Development is OJT Post Certification. Allied Universal recognizes that a work site's policies, procedures and post orders cannot be learned in a classroom but must be learned at the work site. Security professionals will be prepared for your individual needs and know how to effectively manage your security program.

OJT is site-specific and customized to each facility. This training is guided by a checklist which is entered into our online database providing a checkpoint to track completion.

OJT Post Certification Training – Sample Topics

<ul style="list-style-type: none"> • Access Control • Bomb Threats • CPR/First Aid/AED • Electrical Emergencies • Equipment Removal Procedures 	<ul style="list-style-type: none"> • Fire Alarm Response • ID Checks • Key Control • Mechanical Emergencies • Media Relations • Medical Emergencies 	<ul style="list-style-type: none"> • Opening/Closing Procedures • Parking & Enforcement • Parking Lot Security • Patrol Techniques • Post Responsibilities • Report Writing 	<ul style="list-style-type: none"> • Report Writing • Terrorism Awareness • Use of Telephones • Vehicle Assistance • Water Leaks • Weather Emergencies
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A security presence is important, but a motivated, directed security presence with a purpose, assignment and goals is even more effective and critical to your organization. OJT and post orders define the role of your security professionals, develop a team prepared just for you, and help guide your security program.

Patrol Vehicle Operation

Driver and Specialized Patrol Vehicle training are each two-part, four-hour courses designed for security professionals who will drive an Allied Universal- or client-owned vehicle while on duty. Courses are conducted by an Allied Universal trainer, and are also available online. Each student receives a booklet containing all the presentation materials and sample forms.

Vehicle Training			
Car/Truck	Segway and T-3	Bicycle	Golf Cart
<ul style="list-style-type: none"> • Driver/Vehicle Policy • Rules on Vehicle Operations • Patrol Driving • Accident Reporting • Vehicle Inspection Checklist • Vehicle Trip Log • Accident Reporting Procedures • Driver Training Practical Application Checklist 	<ul style="list-style-type: none"> • Definition of Segway and T-3 • Description of How Segways and T-3s Work • Important Safety Tips 	<ul style="list-style-type: none"> • Bicycle Basics and Safety • Rules of the Road • Preparation for Bicycle Patrol 	<ul style="list-style-type: none"> • Golf Cart Daily Inspections • Golf Cart Operation • Safe and Secure Gold Cart Parking

The second part of vehicle training occurs at the work site, with the actual patrol vehicle. Checklists guide the student and the trainer through the safe operation of the patrol vehicle, using the actual patrol routes. Well-trained vehicle operators are both safe and effective, and set the expectation for safe practices for others at your location.

Core Training

Core Training is Phase Three of the Security Professional and Development process. It consists of 20 lessons, each with an exam that must be successfully passed (score of 80% or higher). Core Training must be completed within six months of hire; compliance is tracked through our online compliance management system, WinTeam.

Core Training		
<ul style="list-style-type: none"> • Introduction to Contract Security • Legal Aspects of Private Security • Note Taking and Report Writing • Importance of Documentation • Patrol and Observation • Liability and Loss Prevention • Post Orders 	<ul style="list-style-type: none"> • Appearance and Wellness • Exceptional Customer Care • Difficult People or Situations • Introduction to Safety • Personal Safety • First Aid, CPR and AED • Harassment 	<ul style="list-style-type: none"> • Workplace Violence • Emergency Management • Indicators of Terrorist Surveillance • Video Surveillance • Bomb Threats • Media Management

Continuous, Ongoing Refresher Training

The key to effective learning and long-term performance excellence is the reinforcement of initial training by way of an effective, structured process. Per your annual requirements, we can provide refresher training on a variety of courses. Local and branch management and regional training staff continually deliver a number of company-wide training modules as well as programs customized to meet market- or client-specific needs. Allied Universal managers will work with you to select training appropriate for the security professionals at your facility helping to ensure that ongoing training is a priority. Possible training topics:

Ongoing & Refresher Training			
<ul style="list-style-type: none"> • Fire Alarms • Access Control • Bomb Threats 	<ul style="list-style-type: none"> • Medical Emergencies • Broken Windows • Patrol • Water Leaks 	<ul style="list-style-type: none"> • Suspicious Persons/ Disturbances • Water Leaks • Power Outages 	<ul style="list-style-type: none"> • Customer Service • Safety Awareness • Elevator Entrapments

Terrorism Awareness

As a part of our DHS SAFETY Act (Support Anti-Terrorism by Fostering Effective Technologies) designation, every Allied Universal security professional, site supervisor and account manager completes Terrorism Awareness training. This mandatory training is an essential element in educating our employees about anti-terrorism strategies and to more fully protect our clients' assets.

CPR/First Aid/AED Certifications

Allied Universal offers CPR, First Aid and Automated External Defibrillation (AED) training. Many of our full-time trainers are certified instructors for First Aid/CPR/AED. Training can be conducted in a variety of ways including at a local office pre-assignment, using an outside certifying agency, or by trainers at the District. We ensure that trained employees receive the appropriate certificates and track certification anniversary dates in our online compliance system.



Additional Online Course Offerings

More than 1,000 assets including training modules, webinars, videos and learning tools are available through the Allied Universal|EDGE, our online learning management system. New topics are constantly added. Our employees have on-demand access, through eLearning, and in 2016, more than 700,000 courses were successfully completed through the EDGE.

Safety Training

Safety training is of paramount importance to Allied Universal. We monitor emerging safety topics and introduce them into our evolving training programs. If you have a specific need that requires safety training, we can address it with well-prepared security professionals.

Safety Training		
Fire Safety Professional	Work Safe	Workplace Violence Prevention
<ul style="list-style-type: none"> • Detecting and preventing fires • Classes of fire • Reacting to fires • Fire extinguishers • Avoiding injuries • Hazardous materials 	<ul style="list-style-type: none"> • Vehicle safety • Uniforms/protective equipment • Alcohol, drugs and weapons • Heavy equipment • Potential intruders • Role of the supervisor • Safety hazards • Back safety • Preventing slips and falls • Bloodborne pathogens • Noise in the workplace • Ergonomics • Computer smarts • If the shoe fits • Preventing workplace violence • Accident Reporting 	<ul style="list-style-type: none"> • Workplace violence overview • Warning signs • Prevention • Bullying • Domestic partner violence • Active shooter • Regaining your ground • Leadership's role in workplace violence prevention

Compliance Tracking

With Allied Universal as your security provider, your security professionals, including temporary assigned staff, will be properly trained. Compliance tracking through the Allied Universal **EDGE** allows training completion to be accurately recorded and reported. Likewise, **eHub** includes a compliance module that captures training records and is accessible to the District in real time by smartphone or computer. The compliance tracker monitors and enforces requirements by service location and post. This ensures the employees assigned always meet District requirements.

Uniformed Security Professionals Look the Part

Uniformed security officers' uniforms should harmonize with the requirements of their position. Allied Universal provides uniforms to security officers at no cost. Uniforms are replaced as normal wear and tear dictates to ensure a highly professional appearance is maintained at all times.

Security professionals receive the appropriate size and number of uniforms and. Class A professional hard uniforms are worn to convey a security presence. Neatly uniformed, well-groomed security officers convey respect and authority and project a professional image for both the District and Allied Universal.

Military Uniforms

The military style is a professional, comfortable and long-lasting uniform that exceeds expectations. This style is ideal because District's security program demands a high level of visibility and an authoritative security presence to help deter crime and ensure safety. The Allied Universal security professional will always look professional and positively represent the District.

The components of the military uniform include:

- Shirts in blue, white, tan or gray
- Shoulder epaulets
- Two pleated chest pockets with three-point flaps
 - Permanent military creases
 - Reinforced sewn-in badge tab
 - Pleated pockets with pen slot
- Three-point scalloped flaps
- Flat front uniform pants in black, navy or heather gray



Transition

Allied Universal has the resources of large national company which will be integral to a rapid startup schedule to meet the immediate needs of Lexington and Richland Counties Districts. Allied Universal will initially target recruiting by looking for officers with existing SLED licenses. We will also simultaneously recruit unarmed officers while initiating applications for SLED licenses. Allied Universal is fully prepared to expedite all recruiting and training efforts to develop a comprehensive security program for Lexington and Richland Counties Districts as quickly as possible.

Our client-focused service delivery approach ensures the District's evolving security needs are met through an innovative approach to client satisfaction through *human and capital resources, technology, and proven processes and procedures*.

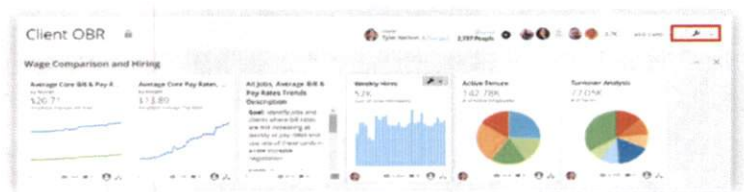
The District can have peace of mind with Allied Universal's formal four-step service delivery process, **DX4** (Discover, Develop, Deliver, Document), to understand your needs and bring continuous improvement to your security program. Local branch management will meet with District representatives regularly to review progress and make value visible.

During the **DISCOVER** stage, we will learn what matters most to you: Current concerns, existing priorities, and future expectations will be fully uncovered and understood.

We will then **DEVELOP** a customized plan tailored to meet your needs and priorities. This plan is documented and includes performance standards so results can be monitored and tracked.

Our ultimate goal is to continually **DELIVER** what is important to you, visibly and measurably. We conduct formal Operations Business Reviews (OBRs) to review accomplishments, create benchmarks for future reviews and establish measurable goals. These client OBRs are an essential part of the Allied Universal service model.

The District's security program will be reviewed regularly to ensure it is successful and meeting your expectations. We **DOCUMENT** each client contact, and track and trend all initiatives as well as any incidents that may occur in an effort to drive operational excellence.



We believe in partnering with our clients, and because of that, we will be immersed in your culture and as dedicated to your security program as you are. When you partner with Allied Universal, value to the District's security program will be made visible through accountability, transparency, measurement, responsiveness and engaged management and staff.

30 Day Transition Plan for Lexington and Richland Counties Districts					
TASKS	Week 4	Week 3	Week 2	Week 1	Start Date
Administrative					
Purchase Order (PO)/Final Contract Signed					
Finalize Transition Schedule					
Contact Current Service Providers					
Transition Management Group					
Progress Meeting Teleconference (Schedule TBD)					
Order Vehicle(s)					
Set-up Vehicle Maintenance/Fuel Account					
Prepare Electronic Interface					
Setup Post Watch					
Prepare Inventory & Transfer					
Order Equipment (Computers, 2-way radios, Cellphones)					
Order Uniforms					
Order Weapons, if applicable					
Contract Review					
Certificate of Insurance					
Educate Branch Staff on Client Expectations					
Site Start Date					
Training					
Develop Site Specific Training Segments					
Orientation Training					
Develop On-going/Refresher Training					
Operations					
In-depth Site Familiarization					
Review of Existing Plan/Program					
Site Security Setup					
Develop Post Instruction Manuals					
Review Staffing Plan					
Client Review of Post Orders					
Human Resources					
Employment Pack to Incumbents Retained					
Develop Post Assignment Job Analysis					
Develop Supervisory Job Descriptions					
Open House: Incumbent Security Professionals					
Contact Recruiting Sources					
Develop Client Specific Pre-screening					
Telephone Interviews, Applications & Interviews					
Security Professional Information Seminar					
Background Investigations					
Second Level Interview					
Benefits Briefing & Offer Extended					

