

 R RICHLAND ONE ENGAGE • EDUCATE • EMPOWER	Richland County School District One REQUEST FOR PROPOSALS - RFP	Solicitation Number Date Issued Procurement Officer Phone E-mail Address	RFP 2025-015 November 26, 2024 Timika Beaver, PPAD 803-231-7037 Timika.Beaver@richlandone.org
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DESCRIPTION: "Provide Security/Campus Monitoring Support Services"

The Term "Offer" Means Your "Bid" or "Proposal"

SCHEDULE OF EVENTS	DATE AND TIME
NON-MANDATORY PRE-BID MEETING: VIRTUALLY via TEAMS MEETING ID: 281 878 853 221 PASSWORD: ZH7z8ga7	December 10, 2024 @ 10:00 AM
QUESTIONS MUST BE RECEIVED BY: ALL QUESTIONS MUST BE SUBMITTED VIA EMAIL TO: TIMIKA.BEAVER@RICHLANDONE.ORG The solicitation number must appear in the subject line of the email.	December 16, 2024 @ 11:00 AM EST
POST RESPONSE TO BID QUESTIONS	December 18, 2024 @ 5:00 PM EST
DEADLINE FOR PROPOSALS: PUBLIC VIRTUAL BID OPENING via TEAMS MEETING ID: 271 625 171 816 PASSWORD: mM6qX9HA	January 8, 2025 @ 11:00 AM EST

Offer must be submitted in a sealed package. Solicitation Number, Company Name and Opening Date must appear on package.

Offeror shall provide One (1) Original, one (1) Copy, and two (2) USB copies.

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS: Attn: Timika Beaver, PPAD Procurement Services 201 Park Street, Room 209 Columbia, S.C. 29201	
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AWARD& AMENDMENTS	This solicitation, any amendments, and award, will be posted at the following web address: https://www.richlandone.org/Page/306
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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 thirty (30) calendar days after the Opening Date

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Small ☐ Women ☐ Minority ☐ Other _____ (See provision entitled "Signing Your Offer")
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)	
TITLE (Business Title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
Instructions regarding Offeror's Name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	

Richland County School District One
Request for Proposals: Provide Security/Campus Monitoring Support Services

(Return Page Two with your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)

ACKNOWLEDGEMENT OF AMENDMENTS								
ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue. See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
See "Discount for Prompt Payment" clause				

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I. PURPOSE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006): Richland County School District One (RCSD1 or District) seeks proposals from firms for unarmed and uniformed security/campus monitoring support staff service. As a result, this Request for Proposals (RFP) has been issued to allow interested firms to submit proposals.

The District shall review and evaluate each proposal and selection will be made on the basis of the criteria as follows:

Overall approach and understanding of the District's needs.	35 Points
Experience and Qualifications	20 Points
Overall completeness, clarity, and quality of proposal	05 Points
Compliance with Contract Terms and Conditions	05 Points
Interview (Shortlisted Firms Only)	15 Points
Cost	20 Points

The District shall evaluate proposal ranking of the highest rated proposals in a descending order. The District shall then conduct interviews with only shortlisted top ranked firms, a minimum two (2) or three (3) depending upon the number of proposals received. Additionally, negotiations may be conducted with the selected firms. The District may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the district elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

MAXIMUM CONTRACT PERIOD – ESTIMATED: Multi-Term Contract: Commencement of services shall begin SY 2025-2026 until SY 2029-2030. The initial service contract term shall be one (1) year with four (4) additional one-year optional renewal periods for a multi-term contract duration of five (5) years.

GENERAL INFORMATION: Centrally located three hours from the beaches and the mountains of South Carolina, the Richland County School District One, hereinafter referred to as the "District or RCSD1" serves the capital city of Columbia. The District covers 480 square miles, educating approximately 22,167 students in 52 schools and approximately 4,000 adult education students. The District is proud to serve a richly diverse student body. Students from rural, suburban, and urban neighborhoods combine to form a student population representative of a wide range of cultural and ethnic backgrounds. Of the District's 4,011 employees, 2,500 are classroom teachers. Richland County School District One continues to grow and hires approximately 300 new teachers each year.

Richland One is consistently ranked among the best school systems in South Carolina, and the District is a leader in the state's educational community. A seven-member Board of School Commissioners governs Richland County School District One.

HISTORICAL INFORMATION: The District current contract for services expires June 30, 2025. Historically, providers have had difficulty attracting, hiring and retaining qualified guard during the contract. There are several factors for this issue, including pre and post pandemic unemployment rates. The recommends offerors wishing to submit an offer in response to this RFP understands the labor market and the ability to maintain trained qualified staff throughout the contract.

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024) CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the Richland County School District One Board of School Commissioners and its successors in interest.

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 Richland County School District One's 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 Officer to order without the consent of the contractor.

CONTRACTOR means the Contractor 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. Contractors are cautioned that amendments may modify information provided on the Cover Page. DISTRICT means Richland County School District One.

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

OFFEROR/CONTRACTOR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror/Contractor. 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.

STAFF means persons working directly for the Provider or subcontracted.

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

USDA means United States Department of Agriculture.

US or WE means the District.

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 before opening. All bidders requesting the bid package will be sent copies of all amendments. (b) All actual and prospective bidders should monitor the following website for the issuance of any amendment to this solicitation: www.richlandone.org (Procurement Department) Bidders shall acknowledge receipt of any amendment (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 District official authorized to bind the District 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 fifty thousand dollars, in addition to the posted notice, notice

of intended award will be sent to all Contractors responding to the Solicitation. Any award resulting from this Solicitation will not be effective until the eleventh day after such notice is given. When only one response is received, the notice of intended award and the ten-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 Richland County School District One. 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/Contractor on the Cover Page. An offer may be submitted by only one legal entity; "joint bids" are not allowed.

PROPOSAL 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.

COST PROPOSAL 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.

AUTHORITY AS PROCUREMENT AGENT: The Procurement Officer is an employee of the District pursuant to the District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Authority is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

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/Contractor 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 Contractor 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 Contractor, directly or indirectly, to any other Contractor 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 Contractor 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 Contractors 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 Contractors 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 Contractors organization responsible for determining the prices offered in this bid or proposal].

(c) 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 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. If the Contractor deletes or modifies paragraph (a)(2) of this certification, the Contractor 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, Contractor certifies, to the best of its knowledge and belief, that-
- (A) Contractor and/or any of its Principals 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 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) Contractor 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). Contractor shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (b) If Contractor 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 Contractors responsibility. Failure of the Contractor to furnish additional information as requested by the Procurement Officer may render the Contractor non-responsible.
- (c) 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 a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (d) 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 Contractor 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.

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: <https://www.richlandone.org/> The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

CONTRACT VIOLATION: During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

COMPLETION OF FORMS/CORRECTION OF ERRORS: 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 the bid schedule).

BACKGROUND CHECKS: Additional required listed herein. 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 agencies 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.

BID SUBMITTAL: All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. The district assumes no responsibility for unmarked or improperly marked envelopes.

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 Contractors 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.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or 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.

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 Contractors judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold an award. Before withholding award on these grounds, a Contractor 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.

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.richlandone.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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS CERTIFICATE: By submitting an offer, the Contractor certifies that the Contractor 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, Contractor represents that the Contractor 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 SC Code Section 11-35-5300.

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The District will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-2]

PROTESTS (MAY 2024): (a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Business Officer (CBO). See clause entitled "Protest-CBO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to lashonda.outing@richlandone.org. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CBO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS:

"Any employee or any official of the school district, elective or appointive, who shall take, receive or offer

to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

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 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 (FEB 2015):(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 Specialist 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 Specialist, 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. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) Richland County School District One seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- 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. All questions shall be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover page. The preferred method of receiving questions is via e-mail with the subject "**QUESTIONS 2025-015**" and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

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 (MAR 2024): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the District, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offer. (a) If the Contractor is an individual, the Offer must be signed by that individual. If the Contractor 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 Contractor 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 Contractor 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 venture involving any combination of individuals, partnerships, or corporations. If the Contractor 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, Contractor must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION: An overview is available at www.procurement.sc.gov. For every document Contractor submits in response to or with regard to this solicitation or request, Contractor must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Contractor contends contains information that is exempt from public disclosure because it is either (a) a trade secret or (b) privileged and confidential. For every document Contractor submits in response to or with regard to this solicitation or request, Contractor must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Contractor contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Contractor submits in response to or with regard to this solicitation or request, Contractor must separately mark with the word "PROTECTED" every page, or portion thereof, that Contractor contends is protected by 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. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. 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. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Contractor (1) agrees to the public disclosure of every page 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 is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not 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. In determining whether to release documents, the District will detrimentally rely on Contractors marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED." By submitting a response, Contractor agrees 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 the District withholding information that Contractor marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: Paper offers are required. (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) Submit your offer or modification to the address on the Cover Page. (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.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR

2024): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

VENDOR REGISTRATION: Contractors 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 FOR OFFERORS- SPECIAL

AUTHORITY APPROVAL REQUIRED (DEC 2015): Awards exceeding \$250,000 shall be subject to prior approval by the Richland School District One Board of Commissioners. Regularly scheduled Authority meetings ordinarily occur pursuant to published schedule.

CONFERENCE—PRE-BID/PROPOSAL—NON-MANDATORY Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [022B025-1]

Pre-Bid/Proposal Conference Date and Time: December 10, 2024 at 10:00 a.m. Eastern

Location Proposal Conference: Virtually via TEAMS

Meeting ID: 281 878 853 221 **Password:** ZH7z8ga7

CONTENTS OF OFFER (RFP) (FEB 2015):

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- (c) The contents of your offer must be divided into two parts, the technical proposal and the business/cost proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation’s contractual requirements or an offeror’s standard terms and conditions may be deemed nonresponsive and not considered for award. [02-2B040-2]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015): In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the offeror’s name, and specify whether its contents address technical proposal or business/cost proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP: The District Procurement Office picks up all mail from the U.S. Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See the provision entitled Deadline for Submission of Offer. [2B.080]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015) In request for proposal opening, the prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024): 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. [022B127-1]

C. SPECIAL INFORMATION

Schedule of Activities

Listed below are the anticipated planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated via an Amendment to the solicitation as necessary.

ACTIVITY	PLANNED DATE
Issue RFP	November 25, 2024
Virtual Non-Mandatory Pre-Proposal Meeting	December 10 , 2024 @ 10:00 a.m.
Deadline for Receiving Questions	December 16, 2024 @ 11:00 a.m.
Questions Response via Amendment	December 18, 2024 @ 5:00 p.m.

Winter Break/District Closed December 23, 2024 until January 3, 2025

Deadline to Submit Proposals	January 08, 2025 @ 11:00 am
Evaluations of Proposal	January 10 - 14, 2025
Interviews with Highest Ranked Offerors	January 21 - 23, 2025
Board of School Commissioners Approval	February 11, 2025
Issue Intent to Award Statement	February 12, 2025
Post Award Contract Kick-Off Meeting (tentative)	Thirty (30) Business Days prior to Performance Date

III. SCOPE OF WORK/SPECIFICATIONS

Richland County School District One (RCSD1 or District) seeks to award a contract to a firm for unarmed and uniformed Security/Campus Monitoring Support Services. The firm shall be responsible of employing individuals to perform services and coverage to the District 24/7 365 days a year at all school campuses, athletic fields, stadiums, administrative buildings and any facilities or properties owned or occupied by the District. Interested firms minimum capabilities and services shall include but are not limited to the following:

Contractor Responsibilities

1. The contractor shall meet all of the requirements established by law for the operation of a private security business in the State of South Carolina; shall possess a current license issued by the State of South Carolina, Law Enforcement Division (SLED); and shall maintain a business office which is properly equipped and staffed to carry out all normal business functions; and shall establish any additional means as may be necessary to fulfill the terms and conditions of the written agreement.
2. Security personnel will staff mobile patrols in shifts. There will be three (3) mobile patrols; each will be given an area of responsibility within RCSD1. Mobile patrols primary responsibilities are to: make a complete walk thru of all buildings and grounds on all visits, respond to burglar and fire alarms within RCSD1 to assist local public Security, document all actions taken and report this information to the RCSD1 Operations Center personnel. Mobile patrol personnel will maintain a log of their activities. Specific instructions for mobile patrol personnel shall be provided by the District.
3. All employees of the vendor shall meet or exceed the standards of competency, proficiency, character, and integrity required by law in South Carolina Code of Laws, Sections 40-17-10, 40-17-50, 40-17-70, and 40-17-130, South Carolina Private Detective and Private Security Agencies Act, as amended, and all persons employed shall be likewise registered by SLED. All security officers assigned to RCSD1 must have a current, valid, South Carolina Driver's License and will be required to operate a standard passenger vehicle as prescribed by the District.
4. The contractor shall have a SLED certified company-training officer as part of its operations staff who shall have met all of the requirements for such an officer as established by law. Such training officer shall have completed a training seminar conducted by SLED of at least forty (40) hours in length and shall be required to attend refresher or update training as may be required by the Division. An outline of the firm's basic training and refresher-training program shall be submitted as part of the bid package. RCSD1 requires that all security officers that are assigned to this contract must complete refresher training at a minimum of every six (6) months. The firm shall provide documentation substantiating completion of this requirement when requested by RCSD1 as well as the resume of qualifications of the certified trainer.
5. As an alternative to paragraph 4, above, and as permitted by law, the contractor may obtain such training services from an outside source, provided all other conditions are met; all costs incurred are to be borne by the contractor; and the training provided shall meet or exceed the standards established for other employees.
6. The contractor shall provide the services of its training officer or operations manager at no expense to RCSD1, for whatever period of time is required, to review existing operational procedures and job requirements; to develop a complete job description and training outline for the vendor's own use; and to familiarize himself with the conditions and surroundings of the District. Upon completion, the resulting documents generated shall be coordinated with, and approved by RCSD1. These documents shall then be used as the source documents for all

future training of employees of the vendor.

7. The contractor shall not accept any training provided by any person employed in an employer/employee relationship and utilized in connection with the employer's business in lieu of any training required by law and the rules established by SLED. The contractor or SLED shall recognize no such training, unless such employer be a properly licensed security business and person conducting such training be a duly registered, certified training officer who has successfully completed the required seminar. The vendor shall only accept certifications of training from other security companies when such training meets both the requirements established by State Law and with the approval of the Director, Security and Emergency Services or his designee. To be acceptable, present or past employers to the contractor must certify all such training, in writing.
8. All security officers assigned shall be bound by a code of conduct which strictly regulates the personal appearance, conduct, attitude, and behavior with students, visitors, faculty, and administrative staff of the District at all times. Additionally, all security officers assigned to RCSD1 shall be bound by a code of professional ethics designed to protect both the trade secrets and public image of the District. Such codes shall positively insure that assigned personnel maintain a sharp, professional, courteous, competent, and authoritative manner without creating any unnecessary friction with students, faculty members, administrative staff and visitors.
9. In addition to item 8 above, internal procedures shall be established to strictly control and regulate the replacement of worn, torn, ragged, or otherwise unserviceable uniform items and items of individual equipment on a repetitive and continuing basis as necessary to maintain the highest possible standards. Must be in an iron and clean and remain in full uniform while on RCSD1 property before and after assigned shift. Uniform RCSD1 shall retain the express right to approve or disapprove all uniforms and equipment for officers assigned and to request the contractor to relieve and replace any officer who does not meet the required standards at no expense to RCSD1 and with no interruption of the services being provided.
10. Security Officers must report for duty in the prescribed uniform for the firm. Failure to be in the prescribed uniform is grounds for RCSD1 to relieve that Security Officer of their duties for that scheduled period. The security firm will be required to ensure that the post is staffed at all times by a qualified Security Officer until a replacement can be identified. RCSD1 requires that each Security Officer have a two-way radio, SLED identification and badge as part of their daily uniform, regardless of the mission they are conducting for RCSD1 unless specifically requested otherwise by the Director, Security and Emergency Services or designee. All firms will provide to RCSD1 as part of their bid response a description of their uniform requirements.
11. The contractor shall be required to establish and maintain current formal training records on each officer assigned and to formally document in writing all training provided. Such records shall include training required by law for registration by SLED, and any specialized training the officer has received. All such training records shall be made available to both RCSD1 and SLED at any time, upon request.
12. The contractor at its own expense shall provide all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies required to carry out all provisions of the contract, exclusive of equipment or administrative supplies specifically required by RCSD1.
13. The contractor shall pay all registration fees, (SLED, first aid, etc.) including employees portion, postage for administrative matters associated with the contract and all training fees for employees of the vendor.

14. The contractor shall provide the necessary coordination and supervision to insure full compliance with the terms and conditions of the contract. The security firm will establish one (1) person to perform the duties of coordination with RCSD1 Security and Emergency Services for scheduling, inspection of Security Officers and issues relating to the management of this contract. Such person shall also be responsible for the prompt resolution of any problems that may arise. This person shall also be responsible for any and all equipment provided by the firm for the Security Officers use while on duty at RCSD1. A resume of qualifications shall be submitted as part of this bid package.
15. Personnel staffing the RCSD1 Operations Center shall be computer literate. Computer literate is defined as understanding how to proficiently work in a Windows 95 and/or 98 operating system environments. Additionally, personnel must understand how to use a computer mouse. Personnel who work dispatching duties in the RCSD1 Operations Center will not be assigned until they have been trained to the satisfaction of the Director, Security and Emergency Services or their designated representative. In addition, they must work at least one (1) training session with a trained dispatcher.
16. The contractor shall use company owned and maintained standard size passenger/ truck vehicles for this contract. Company vehicles shall be clearly identified with the name and/or logo of the firm at all times. The contractor shall be responsible for the maintenance and cleanliness of their vehicles and is expected to maintain the proper number of vehicles to sufficiently support contract requirements. Vehicles shall be no more than two (2) years old from manufactured date.
17. Each vehicle must clearly display signage and yellow strobe type light identifying the vehicle as a Security vehicle including the name of the Company. Vehicles must not present any representation that it is a RCSD1 vehicle.

In the event any losses are incurred by the District as the result of negligence on behalf of the contractor, their agents or assigns, RCSD1 reserves the right after investigation of circumstances, to require full replacement/repair value related to loss. Failure on behalf of contractor to comply may result in reduction of invoice payments and/or cancellation of contract.

Hourly Rate

The successful Contractor shall perform service under this contract for a fixed hourly labor rate during the contract terms. The Contractor hourly rate shall not exceed the rate set forth in this contract during the initial contract terms. The Contractor shall be liable for and pay all taxes required by local, state, or federal law, including but not limited to social security, workers compensation, and employment security, if required by law. Contractors are not employees of the District. No employee benefits of any kind shall be paid by the District to or for the benefit of Contractor or employees or agent by reason of this contract.

Visitor Control

- A. All visitors shall be subject to the identification and control measures established by the District, without exception.
- B. The District uses a Visitor check in program. All staff must be familiar with program and be available to assist facility personnel if requested.
- C. Dispatchers will be responsible for collecting approval data and making Contractor ID badges for contractors.

Service Schedule

The Contractors assigned officers coverage is 365 days 24/7 including all State, Federal, and District holidays. Services continue during summer, Christmas and spring breaks. Must have an on call roster for call outs to guarantee coverage.

The services provided to the District shall be performed in the three (3) shifts as listed below:

Description	24/7 Coverage	Hours
First Shift	Monday through Sunday	Shift Start: 7:00 a.m. Shift End: 3:00 p.m.
Second Shift	Monday through Sunday	Shift Start: 3:00 p.m. Shift End: 11:00 p.m.
Third Shift	Monday through Sunday	Shift Start: 11:00 p.m. Shift End: 7:00 a.m.

The Contractor assigned officers shall include one (1) prime supervisor for the contract and must provide the District "on call" available 24/7. The contract shall ensure an assigned lead supervisor for each shift identified under this contract. The District shall not be responsible for weekly overtime and or hours worked exceeding 8 hours to but not limited to lunch breaks.

The Contractor shall provide an increased shift differential labor rate for officers assigned to the District during the third shift under this contract.

The District defines full-time employees/officers forty (40) labor hours per week including any breaks. The District shall not be responsible for any additional paid leave and or incentives provided by the Contractor to its employees/officers to include but not limited to vacation, sick, personnel, and bonus.

The Contractor officers performing service under this contract shall be assigned solely to the District; therefore, must not be assigned to perform duties under this any additional contracts not issued by the District. The District solely reserves the right to increase or decrease service and officer assignment as deemed necessary.

Contractor Personnel

The Contractor shall secure National Criminal Background Checks on every employee, representative, and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. National Criminal Background Checks shall be performed yearly for each employee and maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.

The Contractor shall arrange for properly balanced staffing to operate, maintain, and manage crossing guard operations for an estimated thirty (30) services post located at designated District school. The Districts Emergency and Service Department, Director or designee shall be responsible for providing the academic calendar and confirming post locations prior, with the Contractor, within a minimum of thirty business days before each contract term.

The District shall not be responsible for non-hours worked under this contract.

The Contractor shall provide all personnel and equipment reasonably necessary to perform

responsibilities and services under this contract, including, but not limited to, signs, uniforms, and other personal protective equipment deemed necessary.

The Contractor shall not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.

The Contractor shall provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

During the term of the contract, the Contractor shall have the exclusive right to provide services to the District identified under this contract. The District reserves the right to solely to increase and decrease the number of personnel required to perform service under this contract as deemed necessary to ensure the safety of the students.

Contractor Personnel-Obligation

The Contractors are responsible for the conduct of their employees, representatives, and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors, or sub-subcontractors when the performance of their work is conducted on District property.

All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms, or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.

The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these

Drug Testing

Provisions shall be made for drug testing of all individuals assigned to County sites including guards, supervisors and company officials. Prior to assignment to the District, the District shall certify in writing to the Contract Administrator that each employee has had a drug test performed within the previous thirty (30) business days. Any employee with a positive drug test shall not be assigned the District post. If at any time an assigned employee tests positive for drug use, that individual shall be removed immediately. He/she may not be reassigned without written permission from the Contract Administrator.

After initial assignment, each employee shall be tested for drug use once every year. The Contractor shall certify in writing to the Contract Administrator that each follow up drug test has been performed within ten (10) business days of each test. The full cost of drug testing is the responsibility of the Contractor and may not be billed as an extra cost.

District Reserves the Right

The District reserves the right to require immediate removal of any officers from post/service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified guards so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract.

Education, Training, and Experience

The Contractor shall provide on-site supervisor of all guards assigned to monitor guard's activities. Supervision shall include unannounced inspections by a company official to all locations one (1) time per week during each shift including weekends. The supervisor shall meet with the guard and meet separately with the Contract Administrator or a mutually agreed upon contact person who has authority over operations. (These visits are considered part of the overhead and not billable.)

The Contractor must provide documentation that the site supervisor has received adequate training as a supervisor of security guards or has had at least two (2) years' experience supervising security personnel. Should a substitute supervisor be temporarily on duty, he/she must be qualified and have full authority to act in a supervisory capacity. A regularly assigned guard may not be used as temporary supervisor without permission of the Contract Administrator.

The Contractor shall provide documentation that all persons assigned to work at District have been trained in communication skills, interpersonal skills (e.g., conflict resolution), law enforcement requirements, and report or incident writing. The Contractor shall comply with the training requirements as required by the Code of South Carolina relating to Private Security Services. A copy of the certification document shall be provided to the District.

The District requires that all security personnel, including guards, be able to speak English fluently and understand written English. This requirement is necessary because of the high profile of the security personnel who must be able to provide directions, answer questions, file written incident reports, and deal with law enforcement or medical personnel should the need arise.

Each employees assigned to this Contract, including the guards, shall possess a high school diploma or equivalent and have six (6) months of experience demonstrating:

1. An ability to meet and deal with the general public.
2. An ability to read, understand, and apply rules, detailed orders, instructions and training materials.
3. An ability to maintain poise and self-control under stress.
4. An ability to construct and write clear, concise, accurate and detailed reports.
5. An ability to remain vigilant during the entire shift.

Health and Fitness

All employees assigned to this Contract, including the guards, shall be in good general health and able to perform the duties of the job to which they are assigned.

First Aid

All employees assigned to this Contract, including the guards, shall have valid Red Cross First Aid certifications and a CPR training certificate.

Contractor's Administration

The Contractor assigned to render services under this contract shall report to the District Security and Emergency Service Department, Director or designee. The District Security and Emergency Service

Department, Director or designee shall be responsible for the contract administration to include but not limited to pre-post contract communications, receiving and approving invoices, reports, and performance evaluations.

The Contractor shall provide a means of contact with a company official who has supervisory authority over the positions. This means of contact shall be set up in such a way so as to ensure that the District will be able to speak with a supervisor within fifteen (15) minutes and that he/she can be on-site within one (1) hour if the situation requires it.

District Emergency Operation Center (EOC)

The contractors staff assigned to the District shall perform duties in the centralized Emergency Operations Center (EOC) located in the Central Service Facility (CSF) building at 201 Park Street, Columbia, SC 29201.

The only person who should be in the Operations Center or RCSD1 OPERATION CENTER are the assigned officers. All keys, radios, etc. should be signed out from the officers after each shift. The Emergency Operation Center is a message center and source for Command and Control for RCSD1 Security Operations. The Director, Security and Emergency Services or designee will strictly enforce this. The Central Operations Center assigned officers will be responsible for maintaining and managing information that is a direct result of activities related to: maintenance emergencies, burglar alarms and fire alarms, production of ID cards, door security devices, surveillance monitoring, and operations within RCSD1 (Richland County School District One). Operations Center personnel will maintain a log of their activities. The Emergency Operations Center (EOC) for RCSD1 Security is not a "hangout" or loitering area.

The District shall provide the operation manual to be utilized by the Contractor and all employees assigned to perform services to the District. The Contractor and all employees must read the Districts Security Operational Manual and preform duties in accordance with the procedures.

Rover/Vehicle Officer Requirements-General

The following are general instructions for Security Officers who are performing duties for RCSD1 Security and Emergency Services Division. These instructions will be reviewed for updates on a periodic basis. Questions concerning these instructions should be referred to the Director, Security and Emergency Services or designee as soon as possible.

Primary Responsibilities

1. Shall respond to all alerts (fire and burglary) received by RCSD1 Security and Emergency Services Dispatchers in a timely manner;
2. Provides timely and accurate information to RCSD1 Security and Emergency Dispatchers;
3. Performs the duties of a School Site Officer on an as needed basis as determined by RCSD1 Security and Emergency Services
4. Checks and patrols entire building and grounds on all visits and responses to alarms.

Mobile Patrol or "Rover". Security Officers who are performing the duties of Rover for RCSD1 Security and Emergency Services should observe the following procedures when on duty:

Officers shall arrive for duty at a minimum of 15 minutes prior to the start of shift to receive their duty instructions;

Prior to starting their shift, Security Officers shall perform a thorough preventive maintenance (PM) check of their vehicles;

Security Officers will sign for their radios and keys from the Dispatcher and at the conclusion of their shift will sign their radios and keys back into the Dispatcher;

Rovers are responsible for checking on the status of Site Officers (being in the proper uniform, cleanliness of the area that they are staging out of, maintaining contact with OPS, being awake) and collecting their Incident Reports for turn-in to Security Operations (OPS) to include the completeness of the report package, issuing any key and/or radios needed for duty; -.

Site Officers. Site Officers are Security Officers who are assigned to provide site security either at a construction location or a facility that has lost either burglary or fire coverage. These Officers should observe the following instructions while performing their shifts:

Equipment Requirements

a) The Contractor shall maintain established procedures to strictly control and regulate the replacement of worn, torn, ragged, or otherwise unserviceable uniform items and items of individual equipment on a repetitive and continuing basis as necessary to maintain the highest possible standards. Must be in an iron and clean and remain in full uniform while on the District properties before and after assigned shift. The District shall retain the express right to approve or disapprove all uniforms and equipment for officers assigned and to request the contractor to remove and replace any officer who does not meet the required standards at no expense to the District and with no interruption of the services being provided.

b) The contractor shall use company owned and maintained standard size passenger/ truck vehicles for this contract. Company vehicles shall be clearly identified with the name and/or logo of the firm at all times. The contractor shall be responsible for the maintenance and cleanliness of their vehicles and is expected to maintain the proper number of vehicles to sufficiently support contract requirements. Vehicles shall be no more than two (2) years old from manufactured date. Bidder shall submit as part of its bid package an inventory listing of all the vehicles it plans to use during the term of the contract, including vehicle description, make, model, year, etc. in the event a vehicle is out of service another vehicle must be substituted. Double coverage, other than for training purposes will not be allowed to circumvent a vehicle being out of service. Each vehicle must clearly display signage and yellow strobe type light identifying the vehicle as a Security vehicle including the name of the Company. Vehicles must not present any representation that it is a RCSD1 vehicle.

c) The contractor must furnish and provide at their own costs a suitable number of operational 800 MHz radios that will allow each assigned officer to communicate at all times while on duty. The District will authorize release of frequencies to a specified contractor who will load the frequencies for the contractor supplied radios.

IV. INFORMATION FOR OFFERORS TO SUBMIT-GENERAL In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [4.005]Proposals must contain the following documents, each fully completed, and signed as required. If any items are omitted, the Proposal shall be deemed non-responsive.

To ensure that proposals are evaluated fairly and that comparisons between proposals are accurate, offerors shall submit proposals in the specific format outlined below. **FAILURE TO COMPLY WITH THIS SPECIFIC FORMAT MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.**

A. Proposal Requirements

Offerors are advised to carefully read this RFP in its entirety before preparing and submitting a proposal. Proposals that do not follow the requested format; do not include all the minimum requirements specified including the required documentation and certifications, are not submitted by the due date and time shall not be considered. Offerors shall propose all of the services described herein. This section describes the information that must be furnished by the Offeror and prescribes the format in which it must be presented.

In order to be evaluated as responsive, in addition the Offeror must design their proposal around the Award Criteria set forth in Section VI and the format set forth in this Section. Proposers need not submit proprietary or confidential business information unless they believe such information is critical to their Submittal or presentation. If any such information is included, it shall clearly be identified as such.

B. Proposal Submission

The District requests **one (1) "Original" copy and one (1) PDF digital copy (flash drive) delivered via US Mail or other delivery service all proposals by no later than 11:00 A.M. on the date shown on the RFP Cover Page. Important:** Clearly mark the outside of the envelope, box, or package with the following information, with the SUBJECT line typed as

**Request for Proposal No. 2025-015/TLB
"Provide Security/Campus Monitoring Support Services"
ATTN: Timika L. Beaver
Procurement Services 201 Park Street Room 209
Columbia, SC 29201**

The original (1) copy of the proposal should contain ink "wet" signatures; that copy should be clearly marked or differentiated from the other copies of the proposal by a notation in the lower left corner of the cover of each volume with the words "SIGNED ORIGINAL".

To the extent possible, Proposals should be prepared on 8-1/2" x 11" paper, maximum of sixty (60) pages. This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation. Proposals shall be signed by only those Company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations.

Offerors are encouraged to keep proposals concise and to the point. Elaborate brochures are not needed and are discouraged. The District shall not furnish payment of materials, labor or facilities for either the development of a proposal. Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right-hand corner and each page should have a footer indicating the name of the Offeror.

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Offeror's chosen means of proposal delivery.

Offeror failure to meet the proposal due date and time shall result in rejection of the proposal

C. Volume Proposal Submittal

Offerors **shall** submit proposals to the District as **two (2) separate PDF Files, labeled as follows:**

"Volume I – Technical Proposal" and "Volume II – Cost Proposal"

INFORMATION FOR OFFERORS TO SUBMIT – SPECIAL EVALUATION-VOLUME I TECHNICAL PROPOSAL Offerors must demonstrate the capability and resources to provide the services and materials as described herein. All offerors must submit the documentation indicated below with their technical response. Failure to provide any of the required documentation shall be cause for offer to be deemed non-responsible and rejected.

Proposals that do not follow the requested format; do not include all the minimum requirements specified including the required documentation and certifications, are not submitted by the due date and time shall not be considered.

SECTION I – Cover Letter

A maximum one (1) page, dated Cover Letter, including the legal name of the Offeror, address, telephone and facsimile numbers, shall be provided.

Briefly state a synopsis of the requested services and make a positive statement of your firm's ability, willingness and technical competence to perform such services and enter into a contract with the District.

The letter shall be signed by a person having the authority to commit the Offeror to a contract.

SECTION II – Table of Contents

Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right-hand corner and each page shall have a footer indicating the name of the Offeror. A Table of Contents of the material contained in the proposal must follow the Cover Letter.

All pages must be consecutively numbered and correspond to the Table of Contents.

SECTION III – Profile of Firm

a. State whether your firm is local, regional or national. Detail any local presence if your firm's headquarters are outside of South Carolina.

b. List the person or persons who are authorized to make representations for your firm, their titles, and addresses and phone numbers.

c. Provide details regarding status as a minority or small business in South Carolina.

SECTION IV – References

References: Provide detailed information supporting the Offeror's experience and capabilities, including at least five (5) applicable references, especially K-12 school clients (preferably in S.C) or entities whom the offeror has acceptably contracted for work within the past three (3) years. The offeror shall include the Client's name and title, address, telephone number, number of completed projects and an e-mail address of a contact person who is able to evaluate the general quality of your organization's performance.

SECTION V – Qualifications

This Section shall outline the company's qualifications for providing the services as outlined in the scope of work herein. Response shall include at a minimum:

- I. Firms shall be currently licensed with the South Carolina Law Enforcement Division **SLED** in accordance with Chapter 18, Title 40, S.C. Code of Laws. Firms shall provide a copy of the current license with the proposal submission.
- II. Ability to meet/exceed the Scope of Service contained herein:
 1. Describe in detail your firm's ability to successfully meet and/or exceed each item in the Scope of Services contained in Section III.
 2. Describe your firm's screening process for hiring security guards.
 3. Describe your firm's training procedures for each guard. Provide samples of training materials

provided to guards as well as a schedule of classes.

4. What is the current number of trained security guards your firm has available to be placed into service? How many of these guards have already obtained SLED background checks?
5. What is your firm's strategy for recruiting and retaining quality security guards for service in Richland County? Describe your firm's understanding of the employment market in and around Richland County.
6. Describe benefits coverage offered to full time employees to include but not limited to insurance, medical and health, life, dental, retirement, and fringe benefits.
7. Provide a copy of the standard policies and procedures provided to security guards.
8. Provide a sample of the post orders provided to your firm's guards.
9. What is your firm's protocol for disciplining or terminating an employee?

III. Demonstrated experience in performing similar security guard services.

1. Provide a brief history of your firm, including how long your firm has been providing security guard services.
2. State the current number of contracts your firm currently holds for security guard services. Make special notation of those contracts that are for public sector clients.
3. Provide contact information for any clients you have lost in the last three (3) years and provide information as to why that client was lost.

IV. Compliance with Contract Terms and Conditions.

1. State your firm's compliance with the Contract Terms and Conditions as stated in Section VII.
2. Specifically list any deviations and provide justification.

SECTION VI – Financials

Offeror shall provide the most current financial statement for the last two (2) fiscal years, and information reflecting current financial position. Financials shall include the Offeror's most recent certified annual report, financial statement, or other evidence of the company's financial status for the last two fiscal years.

State whether your company, or any predecessor, parent, affiliate, or subsidiary, has declared bankruptcy within the past 5 years, and if so, state the name of the company and the date of filing.

Failure to provide any form of evidence of financial stability may deem proposal non-responsive.

INFORMATION FOR OFFERORS TO SUBMIT –SPECIAL-VOLUME II-FEE SCHEDULE

The Fee Schedule shall be provided under separate cover, separate PDF file clearly labelled.

Do not provide cost information in the Technical Proposal. Fees should be in a separate file designated as Volume II – Fee Schedule. Provide Fees as requested (Cost Proposal, Section VIII). Pricing information shall be provided in the cost proposal document SECTION VIII FEE SCHEDULE/COST PROPOSAL.

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the Mandatory. Include this paragraph in all procurements. This paragraph may be used in conjunction with any of the other paragraphs in Part 5. Table of Clauses 43 Clause # Text Guidance on Use 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." [05-5005-2]

VI. AWARD CRITERIA-PROPOSALS/BIDS

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Responses to technical criteria contained in the RFP will be evaluated as stated herein.

The qualitative evaluation will be based upon the Offeror's proposal with respect to the following factors in descending order of relative importance:

Overall approach and understanding of the District's needs.	35 Points
Experience and Qualifications	20 Points
Overall completeness, clarity, and quality of proposal	05 Points
Compliance with Contract Terms and Conditions	05 Points
Interview (Shortlisted Firms Only)	15 Points
Cost-Volume II-Fee Schedule	20 Points

The review committee consisting of District representatives will evaluate all qualification and proposals within a reasonable time period dependent upon the number of submittals received. During the review period, the District may contact prospective vendors to clarify information within their submittals. The Review Committee reserves the right to reject any and all responses and to waive any portions.

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015) Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions/interviews, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19445.2095(1)] If improper revisions are submitted during discussions/interviews, the District may elect to consider only your unrevised initial proposal, provided

your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

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. [7A.004]

BANKRUPTCY – GENERAL: (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 voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [7A.005]

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. [7A.010]

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024): Any contract resulting from this solicitation is formed pursuant to RCSD1 and the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the District's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as

otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders 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 shall be void and of no effect. [07-7A015-2]

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 legal holiday when Federal government offices are closed and District business is not expected to be conducted, payment may be made on the following business day. [7A.020]

DISPUTES (MAY 2024): (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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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. [07-7A025-2]

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. (a) Regarding contracts involving federally assisted construction contracts, see (1) 41 C.F.R. Section 60-1.4; can be included by reference per Section 60-1.4(b)(1),(d); automatically included per Section 60-1.4(e); (2) 41 C.F.R. Section 60-4.2; automatically included per Section 60-4.9; (3) 41 C.F.R. Section 60-4.3; automatically included per Section 60-4.9.

(b) Regarding requirements for Disabled Veterans, see 41 C.F.R. Section 60-250.5; can be included by reference per Section 60-250.5(d); automatically included per Section 60-250.5(e).

(c) Regarding requirements for Disabled Individuals, see 41 C.F.R. Section 60-741.5; can be included by reference per Section 741.5(d); automatically included per Section 60-741.5(e).

(d) Legal office has notebook with CFR Title 41, Part 60, and the relevant provisions.

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. [7A.035]

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [7A.040]

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. [7A.045]

NOTICE (MAY 2024): (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) ten days after 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 as the Notice Address on Page Two. Notice to the state 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. [07-7A050-2]

OPEN TRADE (JUN 2015): 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 in SC Code Section 11-35-5300. [07-7A053-1]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

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. [7A.055]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by 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. [07-7A060-1]

PURCHASE ORDERS: Contractor/Vendor shall not perform any work prior to the receipt of a purchase order from Richland County School District One. 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. [7A.065]

SETOFF: The District shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [7A.070]

SUBCONTRACTORS: Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The District reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the District nor shall it result in an extension of time without the District's approval.

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): 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. [5.030]

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.

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. [7A.080]

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. [7A.085]

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. [7A.090]

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 the District's rights under this Contract. Any waiver must be in writing. [7A.095]

VII. TERMS AND CONDITIONS - B. SPECIAL

CONTRACT MODIFICATIONS: The terms of any contract awarded as a result of this RFP may only be modified in writing; such modification document shall be signed by a duly authorized representative of the District and the Contractor. Rate changes, if requested by the Contractor, shall be negotiated with the District Chief Operations Officer or designee and a representative from the Procurement Services department, pursuant to the terms of Section 7 below, entitled Negotiations for Rate Changes.

CONTRACT ADMINISTRATOR AFTER AWARD: The Contract Administrator for any contract awarded as a result of this solicitation will be Procurement Officer named on the Cover Page of this solicitation.

DISTRICT TECHNICAL REPRESENTATIVE AFTER AWARD: The District Technical Representative for any contract awarded as a result of this solicitation will be as follows:

Attn: Moses Brown, Coordinator Security and Emergency Services

Email: Moses.Brown@richlandone.org

201 Park Street, Room 206

Columbia, SC 29201

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015) (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, Contractor shall not use or disclose any government information for use in procurements which involve contractor access to or possession of important agency or citizen data. Due to the definitional cross reference in subsection (a), you must also include the Information Security - Definitions clause if this clause is used. Table of Clauses 55 Clause # Text Guidance on Use whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B0071]

BLANKET PURCHASE ORDERS (NOV 2007): (a) Pursuant to S.C. Regulation 19-445.2100(B), this purchase order establishes a blanket purchase agreement to facilitate filling repetitive needs for small quantities of miscellaneous supplies or services. Contractor shall furnish the supplies or services described herein in general terms, if and when requested by authorized personnel during the specified period and within the stipulated aggregate amount, if any. The State is obligated only to the extent of authorized calls actually placed against this blanket purchase agreement. Only those individuals expressly identified herein, by organizational component, and within any dollar limitations identified herein, may place calls under the agreement. Calls against this blanket purchase agreement generally will be made orally, except that informal correspondence may be used when ordering against agreements outside the local trade area. Written calls may be executed. Acceptance of supplies, services, or information technology shall be indicated by signature and date on the appropriate form by authorized personnel after verification and notation of any exceptions. This agreement shall be issued for a period of no longer than 12 months.

(b) All shipments under the agreement, except subscriptions and other charges for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information: (1) name of supplier; (2) blanket purchase agreement number; (3) date of call; (4) call number; (5) itemized list of supplies or services furnished; (6) quantity, unit price, and extension of each item less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and (7) date of delivery or shipment.

The District shall choose one of the following statements:

___ A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.

___ An itemized invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Such invoices need not be supported by copies of delivery tickets.

___ When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated provided that a consolidated payment will be made for each specified period; and the period of any discounts will commence on final date of billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later. This procedure should not be used if the accumulation of the individual invoices materially increases the administrative costs of this purchase method.[07-7C005-1]

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a pre-performance conference between the contractor, Director of Security and Emergency Services and Procurement Officer shall be held at a location selected by the District within thirty (30) business days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

CHANGES (JAN 2006)

(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 [State] 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 State 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 State 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.

[07-7B025-1]

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [7B.035]

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [7B.045]

CONTRACTOR'S LIABILITY INSURANCE-SPECIAL

Minimum contract security company insurance requirements: \$1,000,000 minimum liability within ten (10) days after being notified of contract award. The successful bidder shall provide written certification it has in effect the following insurance coverage:

- a. Comprehensive general liability coverage including independent contractor's coverage, if applicable, which provides protection against liability arising out of operations for the named insured by the independent contractor.
- b. Assault and battery endorsement, which affirmatively states that assault and battery, is covered under the policy.
- c. Personal injury (which provides coverage against false arrest, detention, imprisonment, malicious prosecution, libel, slander, wrongful entry, eviction, or other invasion of the rights to privacy). Minimum coverage of \$1,000,000.
- d. Broad form property damage endorsement (which provides coverage for property in the care, custody, or control of the names insured).
- e. Errors and omissions endorsements (which provides coverage for all errors and omissions for which the names insured is held legally liable).

- f. Auto non-ownership and hired car coverage (which provides protection in the event that an employee of the named insured is involved in an accident in a vehicle which is not owned by the named insured).
- g. Completed operation liability coverage.
- h. Additional insured endorsement
- i. Statutory Workmen's Compensation coverage.
- j. Third party fidelity bond coverage

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(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) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, 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 State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, 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 State 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 State 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 State 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 State 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 State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit 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 State or Using Governmental Unit 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 State. The State 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 State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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. [07-7B065-1]

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 (force majeure) or of the public enemy, (2) acts of the District 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, the District 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. [7B.075]

ESTIMATED QUANTITY - UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [7B.095]

FEDERAL REGULATIONS: In cases where a purchase is funded wholly or partially with federal funds, the Contractor will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines: https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl
<https://www.acquisition.gov/?q=browsef ar>

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 subcontractors 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-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [7B.097]

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 government 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 contractors 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 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. 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 the Richland County School District One, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [7B.102]

LICENSES AND PERMITS (JAN 2006)

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. [07-7B115-1]

PAYMENT WITH PROPER INVOICE: The Contractor shall be responsible for issue monthly itemized invoices detailing the minimum information as follows:

- **Contract No. RFP 2025-015**
- **PO Number -The District shall issue prior to contractor rendering service yearly.**
- Officer Position *i.e. Dispatcher, Rover, or Supervisor*
- Assigned Officer Full Name
- Hours Worked Invoices submitted for payment of services provided under this contract shall not exceed forty (40) hours weekly.

The Contractor invoices shall be provided to the Districts Security and Emergency Services Department, Director or designee via email and mail to the address below:

Security and Emergency Services Department
Attn: Moses Brown, Coordinator
Email: Moses.Brown@richlandone.org
201 Park Street, Room 206
Columbia, SC 29201

The Contractor final invoice issued must be clearly marked "FINAL INVOICE" and provided to the District within fifteen (15) business after the last day of the contract term service date, any deviations must be approved by the Procurement Official.

During the term of the contract, if the District identifies items that have been overcharged, the contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the District may result in the contract being terminated.

PRICE ADJUSTMENTS (JAN 2006)

(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.[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change

order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

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 South Urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov. [7B.175]

PRICING DATA – AUDIT – INSPECTION: [Clause Included Pursuant to § 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. § 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 District 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. § 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 § 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. [7B.185]

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or a joint venture 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. [7B.205]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES:

(a) Citizens, as well as public[c employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the

District liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [7B.212]

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 award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [7B.240]

TERM OF CONTRACT – OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [7B.255]

TERMINATION FOR CONVENIENCE – SHORT FORM: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause. [7B.260]

This Section has Been Intentionally Left Blank

VIII. FEE SCHEDULE/COST PROPOSAL- VOLUME II (JAN 2006): Notwithstanding any other instructions herein, offerors shall submit the following price information as a separate document from the Technical Proposal.

Do not alter this document. Failure to adhere may deem cost proposal non-responsive. [08-8015-1]

Description: Firm to provide Security/Campus Monitoring Support Service 24/7 365 days of the year. Evaluated cost shall be inclusive of all applicable expenses related to services rendered. The District will not be responsible for any additional expenses incurred during this contract.

FIRST SHIFT	FIXED LABOR RATE	HOURS	TOTAL COST
Shift Start: 7:00 a.m. Shift End: 3:00 p.m. Monday through Sunday Officer	\$	x 40 hours weekly	\$
	Supervisor	x 40 hours weekly	\$
SECOND SHIFT	FIXED LABOR RATE	HOURS	TOTAL COST
Shift Start: 3:00 p.m. Shift End: 11:00 p.m. Monday through Sunday Officer	\$	x 40 hours weekly	\$
	Supervisor	x 40 hours weekly	\$
THIRD SHIFT	FIXED LABOR RATE	HOURS	TOTAL COST
<i>*Mandatory Shift Differential</i>			
Shift Start: 11:00 p.m. Shift End: 7:00 a.m. Monday through Sunday Officer	*\$	x 40 hours weekly	\$
	Supervisor	x 40 hours weekly	\$
**Evaluated price must include first, second, and third shift total cost. <i>i.e. total cost + total cost + total cost = evaluated price</i>			**Evaluated Price: **This is your bid.
			**\$

Mandatory Fields Below:

Company Name: _____
(Print)

Authorized Representative Name: _____
(Print)

Title: _____

Date: _____

DECLARATION

In response to the Request for Proposal and in compliance with the offerors for RFP 2025-015, the undersigned offeror proposes and agrees, if this offer is accepted, to enter into a Contract with the District on the terms included in the solicitation Documents, and to perform all work as specified or indicated in said documents, for the daily rate indicated in this bid and in accordance with the other terms and conditions of the solicitation.

Additionally, the undersigned declares that the person or person(s) signing this offer is/are authorized to sign the offer on behalf of the firm listed, and to fully bind the firm listed to all the conditions and provisions thereof. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror or Bidder. An offer may be submitted by only one legal entity. The entity named as the Offeror or Bidder 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.

Offeror's Name: _____
(Print)

Authorized Signature: _____
Title: _____
(Print)

Date: _____

IX. ATTACHMENTS TO SOLICITATION

- A. Bid Response
- B. Offer's Checklist
- C. Vendor Application (C-1) /W9 (C-2)

EXHIBIT A



Solicitation Number: **RFP 2025-015**

Solicitation Name: **Provide Security/Campus Monitoring Support Services**

Proposal Opening Date: **January 8, 2025 @ 11:00 A.M. EST**

If you are **NOT RESPONDING** to this solicitation, please identify the reason(s) listed below on this form and this form by e-mail to Timika.beaver@richalndone.org. Failure to respond to three (3) consecutive RCSD1 solicitations may result in your firm being removed from the District Bidder's List.

Company Name: _____

- ☐ Small Woman
- ☐ Minority Business Enterprise
- ☐ SWMBE
- ☐ Others

Representative Name: _____

Telephone/Fax Number: _____

- ☐ Do not sell or provide requested products and/or services
- ☐ Cannot comply with specifications/scope of work
- ☐ Specifications/scope of work is unclear
- ☐ Cannot meet delivery timeframe and/or period of performance
- ☐ Delivery timeframe and/or period of performance unreasonable
- ☐ Cannot meet insurance and/or bond requirements
- ☐ Not enough time to prepare bid/proposal
- ☐ Plan to subcontract
- ☐ Job too small
- ☐ Job too large
- ☐ Current workload does not permit (provide details)
- ☐ Cannot provide competitive pricing
- ☐ Other (please explain): _____

Thank you for your assistance; please return Form within three (3) days after proposal opening date.

EXHIBIT B

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES Web site: www.richlandone.org

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

- ☐ COMPLETED AND 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 PROPOSAL TO MAKE SURE YOUR 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 HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID 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 YOUR 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 PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ☐ CHECK TO ENSURE YOUR PROPOSAL 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 PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

NOTE: 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 response.

EXHIBIT C-1



RICHLAND ONE
Procurement Services
Vendor Application 201
Park Street
Columbia, SC 29201
PH: 803-231-7033

(Subject to any federal, state and local laws)

Vendor No: _____

****The District does not accept vendor applications directly from vendors. Vendor applications (new and updated) must be submitted internally through a Richland County School District One employee before being created. (i.e. Bookkeepers, Administrative Assistants, or Department Heads). ****

****Richland One employees will forward completed applications to the Procurement Services Department. ****

****NO APPLICATION WILL BE PROCESSED WITHOUT A COMPLETE W-9 ATTACHED****

Please check the appropriate boxes:

☐ M-Minority ☐ S-Small ☐ W-Woman ☐ O-Other ☐ W-9 Attached

* What services are being rendered? _____ (ex. Consulting, professional development, etc.).

Name of Company: _____ Contact 1: _____ Contact 2: _____ Telephone Number: _____ Fax Number: _____	DBA: _____ SSN or FEIN: _____ Business License Number: _____ State: _____ How long in present business: _____ Years In the interest of protection for the District and its vendors, it is mandatory for vendors to have purchase authorization in the form of a signed Purchase Order BEFORE placing an order.
Address To Which Bids/Quotes and Purchase Orders Are To Be Mailed: Email Address For Electronic Purchase Order Transmittals To Be Mailed: _____ Website: _____	Remittance Address (If Different From Bids/Quotes/PO Mailing Address): P-Card Payment Preferred _____ Yes _____ No An active application does not legally entitle a vendor to any particular solicitation, therefore, vendors are encouraged to check the District's website: www.richlandone.org for legal notices of Invitation to Bid (IFB). The Procurement Department may also be contacted for solicitation information.
Type of Organization (Check One) _____ Individual _____ Partnership _____ Corporation _____ Other _____ RCSD One requires that no employee or Board of School Commissioners may have a special interest in any contract paid with funds belonging to or administered by the Board of School Commissioners. If you/your firm have such a relationship, attach a separate sheet explaining the relationship. All transactions are governed by the laws of the State of South Carolina and the Board of School Commissioners for RCSD One.	

I certify that information supplied herein is correct and neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as known, now debarred, suspended or otherwise declared ineligible by any agency of Federal Government, agencies of the State of South Carolina or by Richland County School District One.

Person Authorized to Sign this Application, Title _____

Date _____

EXHIBIT C-2

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

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).

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 on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)