



Beaufort County School District

Solicitation Number: 19-003
Date Printed: September 6, 2018
Date Issued: September 6, 2018
Procurement Officer: Sandi Amsler, CPPB
Phone: 843-322-2349
Email: Sandi.Amsler@beaufort.k12.sc.us

Request for Proposal (RFP)

DESCRIPTION: **Low Voltage Cabling (LVC)**
SUBMIT OFFER BY (Opening Date & Time): **October 5, 2018; 11:00 AM EST**
QUESTIONS MUST BE RECEIVED BY: **September 27, 2018**
NUMBER OF COPIES TO BE SUBMITTED: **Seven (7) Original Signed Copies and One (1) Redacted Version on CD**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Beaufort County School District
Procurement Office
P.O. Drawer 309
Beaufort, SC 29901-0309

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after October 11, 2018. The award, this solicitation, and any amendments will be posted at the following web address: <http://beaufortschools.net>.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: _____ (Full legal name of business submitting the offer) ENTITY TYPE: _____

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

PRINTED NAME TITLE

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

PAGE TWO
(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):
PHONE NUMBER:	
EMAIL ADDRESS:	

PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:	<u>Amendment Number</u>	<u>Amendment Issue Date</u>
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.		

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please include a copy of your certification.

TABLE OF CONTENTS

1.0	SCOPE OF SOLICITATION:	Page 4
2.0	INSTRUCTIONS TO OFFERORS:	Page 4
	2.0 GENERAL:	
	2.1 SPECIAL:	
3.0	SCOPE OF WORK/SPECIFICATIONS:	Page 18
4.0	INFORMATION FOR OFFERORS TO SUBMIT:	Page 33
5.0	QUALIFICATIONS:	Page 35
6.0	AWARD CRITERIA:	Page 36
7.0	TERMS AND CONDITIONS:	Page 38
	7.1 GENERAL:	
	7.2 SPECIAL:	
8.0	BIDDING SCHEDULE/COST PROPOSAL:	Page 60
9.0	ATTACHMENTS TO SOLICITATION:	Page 61

1.0 SCOPE OF SOLICITATION:

1.0.1 ACQUIRE SERVICES:

Beaufort County School District (hereinafter, “the District” and “BCSD”) invites all qualified providers to provide the services, supplies and/or equipment for **Low Voltage Cabling (LVC)**, complying with the enclosed description and/or specifications and conditions for this solicitation.

Beaufort County School District is located in the heart of the South Carolina Low Country. It is land rich in natural beauty, history and resources and an area of economic contrast and cultural diversity. The District is a public school district which serves approximately 22,000 students and approximately 2,300 full time employees; currently comprised of nineteen elementary/early childhood centers, two PK-8 Academies, six middle, six high schools, one Vocational School, one Alternative Program and an Administrative Office.

1.0.2 MAXIMUM CONTRACT PERIOD (ESTIMATED):

November 2018 through October 2023
(Extensions beyond this contract period must be approved by the BCSD Superintendent)

2.0 INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

2.0.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015):

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

- AMENDMENT – means a document issued to supplement the original solicitation document.
- BCSD – means the Beaufort County School District
- BOARD – means the elected Board of Education of the Beaufort County School District
- BUYER – means the Procurement Officer
- 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 MODIFICATION- means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

E-RATE – The terms “E-Rate” and “Program” refer to the E-Rate Program and are interchangeable.

E-RATE PRODUCTIVITY CENTER or EPC – The terms E-Rate Productivity Center or EPC, or its successor however named, refer to the Universal Service Administrative Service company’s (USAC’s) web-based portal to which BCSD’s E-Rate Program information and documents are uploaded/transferred and certified.

LOWEST CORRESPONDING PRICE (LCP) – means the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-Rate applicant for similar services. See 47 CFR § 54.500(f).

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

OFFEROR- means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provision entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”

ORDERING ENTITY- Using Governmental Unit that has submitted a Purchase Order.

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 Cover Page.

YOU and YOUR- mean Offeror.

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

SUBCONTRACTOR- means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

2.0.2 AMENDMENTS TO SOLICITATION (JAN 2004):

- a) This solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://beaufortschools.net>.

- b) Offerors shall acknowledge receipt of any amendment to this solicitation
 - 1) by signing and returning the amendment,
 - 2) by identifying the amendment number and date in the space provided for this purpose on Page Two,
 - 3) by letter, or
 - 4) by submitting a bid that indicates in some way that the bidder received the amendment.
- c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

2.0.3 AUTHORIZED AGENT (FEB 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer.

2.0.4 AWARD NOTIFICATION (FEB 2015):

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

2.0.5 BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):

By submitting Your Bid or Proposal, You are offering to enter into a contract with the BCSD. 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 in this solicitation. An Offer may be submitted by only one legal entity, "joint bids" are not allowed.

2.0.6 BID ACCEPTANCE PERIOD (JAN 2004):

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

2.0.7 BID IN ENGLISH & DOLLARS (JAN 2004):

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

2.0.8 BOARD AS PROCUREMENT AGENT (FEB 2015):

The Procurement Officer is an employee of the Board acting on behalf of the District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

2.0.9 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):

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

- a) By submitting an offer, the offeror certifies that –
- 1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
 - (i) Those prices
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - 2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
 - 2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification

[As used in this subdivision (b)(2)(i), the term “principals” means the person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal];

- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraph(s) (a)(1) through (a)(3) of this certification.
- c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.0.10 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

- a) By submitting on Offer, Offeror certifies, to the best of its knowledge and belief, that-
- 1) Offeror and/or any of its Principals-
 - i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - ii) 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 offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.
 - 2) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- b) “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).

- c) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) If Offeror is unable to certify the representations stated in paragraphs a) 1) and 2), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure for the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- f) The certification in paragraph a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the BCSD, the Procurement Officer may terminate the contract resulting from this solicitation for default.

2.0.11 CODE OF LAWS AVAILABLE:

The Beaufort County School District Procurement Code is available at [http:// beaufortschools.net](http://beaufortschools.net) . The South Carolina Regulations are available at <http://www.scstatehouse.net/coderegs/statmast.htm>.

2.0.12 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are:

- a) Preventing the existence of conflicting roles that might bias a contractor's judgment, and
- b) Preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate

to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

2.0.13 DEADLINE FOR SUBMISSION:

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing mail room at 2900 Mink Point Blvd, which services that purchasing office prior to the bid opening (R.19-445.2070(H)).

2.0.14 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

By submitting an Offer, Offeror 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.

2.0.15 DUTY TO INQUIRE (FEB 2015):

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

2.0.16 ETHICS CERTIFICATE (MAY 2008):

By submitting an Offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention:

- a) Section 8-13-700, regarding use of official position for financial gain;
- b) Section 8-13-705, regarding gifts to influence action of public official;
- c) Section 8-13-720, regarding offering money for advice or assistance of public official;
- d) Sections 8-13-755 and 8-13-760, regarding restriction on employment by former public official;

- e) Section 8-13-755, prohibiting public official with economic interest from acting on contracts;
- f) Section 8-13-790, regarding recovery of kickbacks;
- g) Section 8-13-1150, regarding statements to be filed by consultants; and
- h) 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 because 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.

2.0.17 OMIT TAXES FROM PRICE (JAN 2004):

Do **not** include any sales or use taxes in your price that BCSD may be required to pay.

2.0.18 PROTESTS (JUNE 2006):

Any prospective Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate chief procurement officer within the time provided.

2.0.19 PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):

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. All communications must be solely with the Procurement Officer.
- b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations 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.

2.0.20 PUBLIC OPENING (JAN 2004):

Offers will be publicly opened at the date/time and at the location identified on the cover page, or last Amendment, whichever is applicable.

2.0.21 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 Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**
- b) The BCSD seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

2.0.22 REJECTION/CANCELLATION:

The BCSD may cancel this solicitation in whole or in part. The BCSD may reject any or all proposals in whole or in part. A minimum of three bids is desired. If less than three bids are received, BCSD will make a determination.

2.0.23 RESPONSIVENESS / IMPROPER OFFERS (JUN 2015):

- a) Bid as Specified: Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- b) Multiple Offers: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate Offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple Offers may be submitted as one document, provided that you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer, if applicable.

- c) Responsiveness: Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the BCSD cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- d) Price Reasonableness: Any Offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- e) Unbalanced Bidding: The BCSD may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the BCSD even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provision of the solicitation.

2.0.24 SIGNING YOUR OFFER:

Every Offer must be signed by an individual with actual authority to bind the Offeror.

- a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
- b) If the Offeror is a partnership, the Offer must be submitted in the partnership name followed by the words "by its Partner", and signed by a general partner.
- c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
- d) An Offer may be submitted by a Joint Venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a Joint Venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the Joint Venture in the manner prescribed in paragraphs a) through c) above for each type of participant.

- e) If an Offer is signed by an Agent, other than as stated in subparagraphs a) through d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the Agent's authorization to bind the principal.

2.0.25 BCSD OFFICE CLOSINGS:

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the BCSD office 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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If BCSD offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

2.0.26 SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov):

- a) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either
 - 1) a trade secret as defined in Section 30-4-40(a)(1) or
 - 2) privileged and confidential, as that phrase is used in Section 11-35-410.
- b) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
- c) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.
- d) 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 BCSD may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page.

- e) By submitting a response to this solicitation or request, Offeror:
- 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.
- f) In determining whether to release documents, the BCSD will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "confidential" or "trade secret" or "PROTECTED".
- g) By submitting a response, Offeror agrees to defend, indemnify and hold harmless the BCSD, its officers, and its employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

2.0.27 SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015):

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the following instructions:

- 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, 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 fact thereof.

- c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.
- d) Submit the number of copies indicated on the Cover Page.
- e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

2.0.28 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.

2.1 SPECIAL INSTRUCTIONS:

2.1.1 BACKGROUND CHECKS:

Any and all persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on BCSD property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on BCSD property. The contractor/vendor is solely responsible for any and all fees and/or charges associated with completion of the background check(s) required herein. The BCSD reserves the right to deny access to any employee, contractor or person caused to be present on BCSD property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

You may obtain a background check directly through the vendor we use for employee and volunteer screening. The cost is \$19.95 per person.

<http://beaufortschools.net/cms/One.aspx?portalId=170925&pageId=302144>

For more information, please visit the website using the URL above.

2.1.2 BOARD APPROVAL REQUIRED (JAN 2006):

Any award is subject to prior approval by the BCSD Board.

2.1.3 CLARIFICATION (NOV 2007):

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 this solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

2.1.4 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 proposal. Each part should be bound in a single volume. **Not Applicable.**
- 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 non-responsive and not considered for award.

2.1.5 MAGNETIC MEDIA -- REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, USB drive. Submit the number of copies indicated on the cover page. Your technical/business and cost proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether contents address technical proposal or business proposal. If multiple disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each electronic copy must be identical to the original hard copy. 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.

2.1.6 MAIL PICK-UP:

The District picks up mail from the USPS Drawer 309 once daily around 8:30 a.m. excluding weekend and holidays. (See deadline for submission of offer Page 1) Please

note that it is the vendor's responsibility to be sure their proposal arrives at the Procurement Department – District Office at the specified date and time.

2.1.7 OPENING PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015):

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening.

2.1.8 PRICE AS DISCOUNT (JAN 2006):

Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described.

2.1.9 PROTEST – CPO:

Any protest must be addressed to the Chief Procurement Officer, Procurement Office, and submitted in writing

- a) by email to: sandi.amsler@beaufort.k12.sc.us
- b) by facsimile at 843-322-0748
- c) by post or delivery to: P.O. Drawer 309, Beaufort, SC 29901-0309 OR
2900 Mink Point Boulevard, Beaufort, SC 29902

3.0 SCOPE OF WORK/SPECIFICATIONS

3.0.1 Beaufort County School District is soliciting sealed proposals from qualified telecommunication cabling firms to demonstrate their ability to provide design and consulting services, installation, integration, materials and equipment for network data cabling for all current and any additional/future BCSD locations as described, but not limited to the scope of work outlined in the Request for Proposals. BCSD intends to contract with up to three (3) successful proposers of this solicitation as per paragraph 6.0.2. **The highest rated proposer will be the District's only E-Rate LVC vendor.**

The technology among BCSD site networks is homogenous with respect to the following:

- Data electronics/local area networks speed – 1 gig.
- Network backbone fiber speed – 10 gigs.
- Standard PoE+ enables switches.
- Cabling – Cat5, Cat5e, Cat6, and Cat6A.
- Wireless –802.11AC.

Possible projects to be completed within the term of this contract may include the following:

- Complete de-commission and re-cabling of entire school buildings/outer buildings with low voltage cabling for data, voice, access controls, security, etc. systems.
- Wireless access point data drops.
- Two-way paging systems.
- Data network drop additions and repairs.
- Cabling of school additions, renovations, or new schools.
- Addition/moves of audio speakers and wiring, puck cabling/connectors.

BCSD has standardized on the **Hubbell** line of cabling and products. For this procurement BCSD will accept and evaluate Hubbell or equivalent brands. Equivalent for the purposes of this RFP means same quality, warranty, manufacturer requirements, etc. This pertains to the pricing sheet as well where a blank column is available for equivalent brands/parts/part number/description.

3.0.2 QUALITY – NEW:

All items must be new. Factory seconds/refurbs are not acceptable.

3.0.3 PERFORMANCE LOCATION:

After award, all deliveries shall be provided to the locations specified by this Solicitation.

3.1 DETAILED EXPECTATIONS OF SOLUTION:

If an agreement with your company is reached to provide low voltage cabling products and services, the following guidelines must be followed unless otherwise noted in writing.

- 3.1.1 All data cabling must be tested and labeled in accordance with IEEE/ANSI/EIA/TIA and BCSD standards (See Exhibit C) and the results given to Beaufort County School District.
- 3.1.2 Where possible, all data cabling shall be installed within the wall cavity. All surface attached data cabling must be concealed in conduit, raceway, etc. of color to best match wall. All electrical grounds that are exposed to students, staff, etc. will be in proper conduit. LVC vendor will be responsible for having all electrical work performed by competent licensed electrical contractor and may use district resources with district approval.
- 3.1.3 All BCSD purchased equipment such as patch cables, keys, electronics, etc. left for customer onsite must be signed for by a School District Technology Services or

designated site employee. **These items must not be left at customer site without any formal hand-off.**

- 3.1.4 All vendor(s) must employ and provide proof of employment and resume for at least one **BICSI** certified **RCDD**. All designs, responses to proposals, quotes, and specifications including record drawings must be approved and “stamped” by this RCDD. For projects of 10 or more copper drops and 1 or more fiber runs this certified RCDD must attend all cabling project walkthroughs (kickoff, process review, progress reviews, and post review) and must provide a post walkthrough inspection summary report. This RCDD **must** sign-off on all requests for warranty for all cable runs.

Vendor’s RCDD must maintain, in good standing, BICSI membership while working any BCSD projects.

- 3.1.5 All designs and installations must comply with all applicable ANSI/TIA/EIA cabling standards, Technical Services Bulletins (TSB), including all other electrical, building, state and local codes, standards and ordinances, and BCSD standards.

Due to the age of the buildings pathways and spaces may not be up to current specifications. The BCSD recognizes that infrastructure may not be able to be utilized and may need to be replaced.

Adherence to all codes, standards and ordinances is paramount and may require consideration for replacement based on the following:

- Conduit size
- Fire stopping
- Communication boxes
- Faceplates
- Cable trays

- 3.1.6 Any designs, installations, electronics, and/or work performed outside of standards or the guidelines set forth in this solicitation must be submitted in writing to and approved in writing by the District Technology Services Officer prior to the work starting. No other person’s authorization (i.e. principals, teachers, Librarians, PTA members, or spouses etc.) will be accepted.

- 3.1.7 The vendor(s) may employ subcontractor(s) to perform certain portions of a project/job; however, in every case, the subcontractor(s) must meet or exceed and comply with requirements set forth in this solicitation for the vendor(s). All subcontractor(s) and/or subcontracted work must be approved in writing, by the District Technology Services Officer or his/her designee to make such approvals. Any work performed by a subcontractor(s) will not change the responsibilities of the vendor(s). The primary

vendor(s) will be held responsible for all work completed by any subcontractor(s) contracted. The primary vendor(s) will also agree to honor all warranties including all work performed by a subcontractor. **All sub-contractors must meet job requirements as laid out in this RFP, e.g. Industry certifications, resumes, etc. must be provided.**

- 3.1.8 All of the Contractor's employees or agents furnishing services to the District shall be deemed employees or agents solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the District. The Contractor shall perform all services as an independent contractor and shall discharge all liabilities as such. No acts performed or representations, whether oral or written, made by the Contractor with respect to third parties shall be binding on the District. The Contractor shall be solely responsible for the withholding and payment of all federal, state, and local personal income taxes, social security, unemployment, sickness, disability insurance, and other payroll taxes with respect to the Contractor's employees, including contributions from them when and as required by law.
- 3.1.9 Upon completion of the work and prior to the submission of a payment application, vendors shall be responsible for creating or updating the master drawing for appropriate site as a deliverable upon completion of any move, add, or change to cabling infrastructure. Details related to management and maintenance of the drawings will be discussed after contract or contracts are in place. Vendor is responsible to provide in the drawings all cable routes, terminations with identification, cable quantities, locations, etc. Record drawings must include a legend with pre-approved symbols. District may withhold partial or all payment if this and/or other deliverables are not provided to the district.
- 3.1.10 Upon completion of the work and prior to the submission of a payment application, vendors shall be responsible to update and maintain a master spreadsheet for each site as moves, adds, and changes are completed as a deliverable. The spreadsheets contain columns for room number, jack number, technical closet, etc. Details related to management and maintenance of the spreadsheets will be discussed after contract or contracts are in place. District may withhold partial or all payment if this and/or other deliverables are not provided to the district.
- 3.1.11 Vendors shall provide pictures as deliverables of all rated wall penetrations (before and after), rack terminations, up to five representative sample pictures of room terminations. The intent of the pictures is to document vendor's work but also to document the state of the site/work area prior to the vendor's work.
- 3.1.12 Upon completion of the installation and prior to the submission of a payment application, all warranty information for fiber, copper cable and connecting hardware must be submitted to BCSD per manufacturer's requirements. The District reserves the right to withhold partial or full payment until these warranties have been submitted to the manufacturer, approved by the manufacturer, and confirmed by the District.

- 3.1.13 Equipment installed shall be new. “New” is considered “new” equipment with “new” components, not “new” equipment with “reconditioned” components. Refurbished equipment or parts are not acceptable except with prior BCSD approval. Previously owned equipment is not acceptable except with prior BCSD approval. The BCSD, at times, may ask vendor to use parts BCSD owns from previous projects.
- 3.1.14 Unless otherwise noted, all ANSI, TIA/EIA, including all TSB’s, IEEE and BICSI standards are to be adhered to in all structured network-cabling designs.
- 3.1.15 All cabling installed must meet or exceed the following standard for headroom values to be accepted by BCSD:
- CAT6 cable = 3 dB
 - CAT6A cable = 3.5 dB
 - CAT6E or above cable = 4 dB
- 3.1.16 Vendor must provide a Project Manager (PM) for large implementations only such as new school or site renovations and when requested by the BCSD. Changing the PM during a project must be done with district approval or this change can be grounds for contract termination. PM must have a cell phone and an email address and supply this contact information to the School District. PM must attend project kick-off and closure meetings as well as all inspections. For all work not requiring a Project Manager the Team Leader must be identified.
- 3.1.17 All quotes must include materials, labor, and other applicable costs. If any items are left off the quote, then the vendor will not be reimbursed for those charges.
- 3.1.18 Vendor should use Hubbell mid-grade or equivalent cable unless otherwise directed by BCSD.
- 3.1.19 All quotes must include a summary of work to be performed with site(s) stated. If summary does not match itemized quote list, vendor must adjust at their own expense.
- 3.1.20 All prices indicated in your bid must be Free on Board (FOB) DESTINATION, with all freight charges prepaid and allowed. Vendor is responsible for any parts shipped to a BCSD site .
- 3.1.21 All materials, tools, or other equipment stored on site shall be secured by vendor. Under no circumstance will the Location/School or School District be responsible for securing equipment left on site during an installation.
- 3.1.22 The vendor(s) must provide all supervision, construction tools, **lifts**, hardware, and cabling materials as specified; transportation, erection, loading and unloading, inspections, keeping inventory and returning spare or unused materials. In this solicitation, the terms “provide,” “furnish,” “supply,” or “install,” etc., will be interpreted

as requiring the vendor(s) to furnish and/or install all materials to complete the project.
In some cases, the district may exercise the option to provide materials.

- 3.1.23 The vendor(s) must clean up all work materials and work-related dust, dirt, etc. created because of vendor's work every day unless on a construction site. The vendor shall return the work area to functional status including fire stopping, replacing ceiling tiles to their proper location/orientation/condition, removal of debris, etc. daily. This work is not to be left for others to complete. If on a construction site follow proper protocols set forth by the General Contractor.
- 3.1.24 The vendor may inspect work area prior to beginning work and document any problems discovered. Damage found should be reported to the district prior to work beginning. The vendor is responsible for repair/replacement of any district facility or system damaged found during inspection of your work. Vendor must complete repairs prior to the next school day. For example, vendor is responsible to replace ceiling tiles damaged by vendor.
- 3.1.25 The vendor(s) must coordinate all work and building access with the principal or designee and/or authorized district representative of the location where work is being done. It is the responsibility of the vendor(s) to coordinate all work considering the district calendar, project schedule, and/or requested completion date. It is the responsibility of the vendor to schedule all work so as not to interrupt classroom instruction and testing **(no work shall be scheduled during testing days without prior approval by authorized district representative).**
- 3.1.26 The vendor(s) shall obtain, at its expense, all necessary work/building permits and licenses for all Beaufort County municipalities. These permits/licenses must be kept current.
- 3.1.27 The vendor(s) will be responsible for and repair all damage to any building due to the negligence of its workers. Vendor(s) must report via email to the District's representative all damage to the building(s) IMMEDIATELY, which occur during the job. The District will be responsible for determining any negligence in case of dispute by the vendor(s).

For problems created or found which require immediate attention, whether affecting instruction or not, vendor should contact the district Maintenance Department After Hours Support and report issue. The telephone number can be found at http://beaufortschools.net/departments/finance_operations/maintenance/

- 3.1.28 The District will, during the installation, allow the vendor's approved employees access to the premises and all needed facilities at all reasonable hours or at such hours as the vendor(s) and District representative, and/or Principal may agree upon.
- 3.1.29 The site representatives in which the work is being performed will take such action as necessary to ensure that the premises are dry and free from hazardous materials or chemicals, (e.g. asbestos) and in such condition as not to be hazardous to the personnel

installing or any materials, equipment/electronics being installed. All vendor employees must wear company logoed shirt and must carry with them BCSD provided ID badge while on district premises.

- 3.1.30 All equipment supplied by the vendor will be stored by the vendor, and secured by the vendor at vendor's expense. The BCSD takes no responsibility for stored items.
- 3.1.31 Typically, district buildings will have a star topology with a hybrid fiber optic backbone cable connecting the main equipment closet/room (MC) to remote telecommunication closets (TC) and remote closets will connect to main closet as per standards.
- 3.1.32 Equipment racks shall be 7 ft. high floor mounted EIA 19" standard racks. Racks shall be securely anchored to the floor slab using 3/8" expansion anchors. The rack shall tie to the wall via a 12" ladder cable runway for routing cables. All racks must be bonded as per EIA/TIA requirements.
- 3.1.33 Racks shall be placed with a 36" minimum clearance from the closet walls on all sides of the rack. When mounting racks in a row, there must be a minimum of 36" from the closet wall behind and in front of the row of racks and from the wall at each end of the row. Measurement must provide for a rack with equipment installed. Maximum depth of a 4-post rack is 50".
- 3.1.34 Unused rack equipment mounting screws shall be placed in a zip-lock bag and attached to the rack upon completion of the cabling installation.
- 3.1.35 The equipment rack shall be supplied with 4" vertical wire management channels on both sides, front and back.
- 3.1.36 Horizontal wire management channels shall be used for front and back horizontal cable management as per EIA/TIA standards and manufacturer's requirements. Horizontal cable channels shall be at least 2U space unit above and below each patch panel. Horizontal cable channels shall intersect seamlessly with vertical cable channels.
- 3.1.37 All cable management channels shall have covers.
- 3.1.38 Equipment data racks shall not be located under any equipment, pipes or ductwork that may cause condensation or otherwise leak.
- 3.1.39 System bonding to ground shall be installed per NEC and ANSI/TIA/EIA-607. It is the responsibility of the vendor to provide all telecommunication bonding to ground. This includes bonding, with #6 AWG green insulated wire, the equipment rack to the respective communications grounding bar installed by the electrical contractor.
- 3.1.40 Pull stations/boxes shall be installed in conduit pathways after every two 90° bends or 100 ft. of run. No LBs will be allowed for use in data communications pathways.

- 3.1.41 Pull strings should be left in conduit, etc., for others to use.
- 3.1.42 Use of cable pulleys and other cable pulling products is required.
- 3.1.43 All conduits must be installed as per EIA/TIA communications and SC OSF communications standards. Minimum size of conduit shall be ¾”.
- 3.1.44 All cabling and pathways must meet or exceed the National Electric Code and EIA/TIA BISCI standards.
- 3.1.45 Any cabling pathway routed in or underground elevation concrete slabs is considered a wet location and will require a gel filled or wet condition copper cable that is not rated for environmental air space applications. If this situation is required, it must be approved in advance.
- 3.1.46 Cable trays shall be installed per manufacturer specifications. The cable tray shall meet loading requirements of NEMA 12C. Cable trays shall be sized to meet NEC fill rating including a 20% future fill capacity. The district recognizes the potential for multiple cable tray solutions. **Vender must obtain district approval of vendor’s cable tray recommendation prior to purchase.**
- 3.1.47 The cable tray shall be loaded in a balanced configuration.
- 3.1.48 Bonding jumpers shall be installed as required on **all** conduit sleeves and cable trays.
- 3.1.49 Conduit sleeves or other approved mechanical structures shall be used to penetrate **all** rated walls. Where adjacent to cable trays, the combined area of the sleeves through rated walls shall equal the cross-sectional area of the tray at a minimum.
- 3.1.50 All penetrations shall be made by cutting or drilling and appropriately fire stopped. In no circumstance shall penetrations be made by knocking or bashing holes through structure. Fire stopping is to be done before leaving the site each day in all buildings with a Certificate of Occupancy.
- 3.1.51 The cable installer shall seal penetrations in all rated barriers for routing fiber optic and copper cables. The seals shall be installed as per manufacturer’s specifications. The seal shall be documented as per the NFPA regulations. Installer must provide documentation for all penetrations on every project/job.
- 3.1.52 **The installer shall be certified by the fire stopping manufacturer of product installed. Product must meet approval of the BCSD.**
- 3.1.53 All data communication cables shall be labeled with self-adhesive printed labels on each end to identify cables. Reference ANSI/TIA/EIA-568-606 standards and Exhibit C for labeling and identification.

- 3.1.54 Any cable damaged or exceeding TIA/EIA or manufacturer's (whichever is more stringent) installation parameters during installation shall be replaced by the cabling contractor prior to final acceptance at no cost to the School District. **If the cables are kinked prior to or during installation, the cable shall be removed and replaced with new cables at no additional cost to the School District.**
- 3.1.55 All cabling installed must meet or exceed the following standard for headroom values to be accepted by BCSD.
- CAT6 cable = 3 dB
 - CAT6A cable = 3.5 dB
 - CAT6E or above cable = 4 dB
- 3.1.56 All data drops within a common location such as media center, computer labs, and administration areas should terminate in the same closet that services that area. This does not mean that all areas should be in the same closet, but that all drops for an individual area should be in the same closet.
- 3.1.57 Unless otherwise noted, a 5" square by 3" deep box (RANDL **type** communications box) with single device cover shall be used for the data termination box. Box covers (plaster rings) shall be selected to match thickness of wall construction.
- 3.1.58 Max bundle size is 24 cables. Cables should be bundled loosely.
- 3.1.59 Wall openings shall not exceed the opening size required for the box cover extension by more than 1/8". If the opening is more than 1/8", the Vendor shall fill and finish the excess opening with approved material to allow the data jack faceplate installed by the cabling contractor to cover the opening.
- 3.1.60 Installation practices shall be in accordance with EIA/TIA standards for all cable being installed. Excess slack should be pulled out of the box, not twisted and crammed back in the box when installing the faceplate.
- 3.1.61 Fiber optic cables shall be installed per NEC article 770, EIA/TIA 568-B.3, 568-B.3A, 568-C and other pertinent codes.
- 3.1.62 All fiber optic cables shall be routed in raceway or on cable racks and placed in inner duct where required.
- 3.1.63 Fiber optic cable terminations shall be LC type unless otherwise specified.
- 3.1.64 Copper cabling shall not terminate on different floors unless approval is given by BCSD. Multi-pair cables that connect the (MC) to remote TC's may span floors.
- 3.1.65 No splicing of copper data cable will be allowed.

- 3.1.66 To avoid stretching, pulling tension shall not exceed manufacture's specifications (typically 25lbs. per cable) during installation. Pathways shall be designed to facilitate this requirement.
- 3.1.67 All copper cable shall be routed in cable tray, raceways, or in J-hooks as allowed by OSF and TIA/EIA standards.
- 3.1.68 All cable runs must be routed via compliant path, not shortest path.
- 3.1.69 Copper UTP cabling shall be terminated per TIA/EIA standards.
- 3.1.70 Copper data cabling shall be Cat 6 CMP (where required) or greater unless otherwise directed by the district. In wet conditions, Gel-filled or water tolerant cable shall be used in all conduits located underground, in-slabs, and in underground or outdoor applications. All rules and requirements for Outside Plant installations must be met.
- 3.1.71 Copper cabling termination and connecting hardware shall match the cabling being installed.
- 3.1.72 Oversized faceplates, designed by the manufacture to accommodate the jacks, shall be used for new schools. Renovated schools shall use faceplates to match the existing manufacturer or equivalent installed at the school as per scope of work unless otherwise decided by BCSD.
- 3.1.73 All copper cabling components such as patch panels and jacks shall utilize 110-style terminations.
- 3.1.74 Copper cabling shall be dressed and terminated in accordance with TIA/EIA, manufacturer's recommendations, and best industry practices.
- 3.1.75 **All vendor cable installers who install cable for BCSD and vendor's RCDD shall be certified by the cabling manufacturer desired by the district – Hubbell or equivalent.**
- 3.1.76 Use Velcro cable ties throughout the run for cable management. **No wire-ties will be permitted.**
- 3.1.77 Copper cabling must be tested and certified as per TIA/EIA specifications with approved testing equipment after installation as follows and as required for cable manufacturer's warranty.
- Test results must be provided as a deliverable for all cabling work in electronic format (PDF and CSV) and provided to or emailed to district representatives.
 - CSV file must include all values tested (I.E. – identification, Near End Cross Talk, length, etc.)

- These test results must include but are not limited to the following:
 - Summary of all runs in color
 - Individual run test with detail in color
 - Individual tests with the automated statistical report showing full detail and graphs in color
 - Vendor may propose and provide additional test results
- Vendor must provide sample test results in its proposal

3.1.78 For cabling of new buildings or new wings to existing buildings, two sets of printed copies in bound notebook with cable test results, drawings, warranty documentation, pictures, etc. must be provided in addition to electronic copies as stated above.

3.1.79 Fiber optic cabling must be tested and certified after installation as follows and as required for cable manufacturer's warranty.

- The insertion loss for each mated fiber optic connector pair shall be ≤ 0.75 dB
- All fiber testing shall be performed on all fibers in the completed end-to-end system. Testing shall consist of an end-to-end power meter test performed per TIA/EIA-455-53B. The system loss measurements shall be provided at 850 and 1300 nanometers for multimode fibers and 1310 and 1550 nanometers for single mode fibers. These tests also include continuity checking of each fiber. The vendor will also test for optical loss in both directions at the standard operating wavelengths of 850 nm and 1300 nm maximum attenuation of 3.25/1.5 dB, minimum bandwidth of 160/500 MHz.
- Where links are combined to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. **ONLY PERMANANT LINK TEST IS REQUIRED.** The contractor can optionally install patch cords to complete the circuit and then test the channel link. The test method shall be the same used for the test described above. The values for calculating loss shall be those defined in the ANSI/TIA/EIA Standard.
- Attenuation testing shall be performed with a stable launch condition using two-meter jumpers to attach the test equipment to the cable plant. The light source shall be left in place after calibration and the power meter moved to the far end to take measurements.
- Test results must be provided as a deliverable for any/all cabling work. Test results can be provided in electronic format (PDF or CSV) and emailed to district representatives. District may choose to withhold partial payment until test results are provided.
- For cabling of new buildings or new wings to existing buildings, two sets of printed copies in bound notebook with cable test results, drawings, warranty documentation, pictures, etc. must be provided in addition to electronic copies as stated above.

3.1.80 All testing must be done after the installation of product in the final position.

- 3.1.81 All onsite workers provided by the contractor must have passed a background check as required by the BCSD – See Section 2.1.1. In addition, each may be required to submit to on-site check-in procedures.
- 3.1.82 The BCSD at any time may require personnel to submit to on-site background checks and check-in procedures, i.e. visitor management. Vendor contact with BCSD employees shall be accomplished in a professional manner. Vendor contact with BCSD students shall be avoided but if required, shall be accomplished in a professional manner. Any actions deemed in-appropriate or un-professional will result in removal of the employee from BCSD facilities. BCSD will not incur any expenses or project extension because of this removal.
- 3.1.83 The BCSD at any time may require time sheets for all personnel and a Bill of Materials related to a project or order. Time sheets will include at a minimum time in and out at the job site and must be signed by the individual and supervisor affirming accuracy.
- 3.1.84 All deliverables mentioned above must be provided to the district technology representative no more than 10 calendar days after job/project completion. District may withhold payment until all deliverables (I.E. signoffs, warranty, drawings, test results, spreadsheets, pictures, and related files) are provided.
- 3.1.85 The BCSD at any time may require vendor to “locate” or find underground (or elsewhere) conduit and/or cabling. Vendor should provide hourly rates in the Response Form. Additional space has been provided for description or addition of cost for other types of locating services (ex. ground penetrating radar).
- 3.1.86 BCSD reserves its right to audit the following periodically:
- Supplier's invoices
 - Vendor time on project
 - Vendor workmanship
 - Vendor certification
 - Any other relevant contractual or project item

3.2 SERVICE CATEGORIES AND JOB DESCRIPTION:

Offerors must adhere to the following staffing requirements:

BICSI RCDD

Function: Works independently or as a part of a team.

General Characteristics

- Inspects, documents, designs, and tests data, voice, video copper and fiber cabling and associated products according to BICSI standards, EIA/TIA standards, and NEC.
- May perform end-user training.

- Participates in the inspection, documentation, design, testing and evaluation of cabling infrastructures.
- Performs Cabling Project Management Services.

Education: Associate's or Bachelor's Degree, or technical institute degree/certificate, or equivalent work experience and a valid BICSI RCDD certification.

Experience: Typically has 3 to 4 years of Communications Infrastructure work experience.

CABLING LEAD TECHNICIAN

Function: Works independently or as a part of a team.

General Characteristics

- Installs, terminates, and tests data, voice, video copper and fiber cabling and associated products according to BICSI standards, EIA/TIA standards, and NEC.
- Troubleshoots cabling problems using cable scanners and testers.
- Performs fusion and mechanical fiber splices.
- Mounts and cables wireless equipment.
- Performs cable certification testing according to manufacture specifications and requirements.
- Documents cabling infrastructure.
- May perform end-user training.
- Participates in the testing and evaluation of cabling infrastructures.
- Manages Cabling Installers and other crew members.
- Performs Cabling Project Management Services.

Education: Associate's or Bachelor's Degree, or technical institute degree/certificate, or equivalent work experience and Data/voice/video cabling certifications.

Experience: Typically has 3 to 4 years of Communications Infrastructure work experience.

CABLING INSTALLER

Function: Generally, follows documented procedures and checklists.

General Characteristics:

- Installs, terminates, and tests data, voice, video copper and fiber cabling and associated products according to BICSI standards, EIA/TIA standards, and NEC.
- Troubleshoots cabling problems using cable scanners and testers.
- Mounts and cables wireless equipment.
- Performs cable certification testing according to manufacture specifications and requirements.

Education: High School Diploma and data/voice/video cabling certifications.

Experience: Typically has 1 to 2 years of similar work experience.

GENERAL LABORER:

Function: Assist in the installation of cables (note – all terminations are to be made by certified personnel)

General Characteristics:

- Assists with the installation of materials.
- Assists in the testing installed products.
- Is not expected to perform the duties of others.

Education: High School Diploma

Experience: Typically, will have less than 1 year of experience.

Note: it is not intended that this employee be trained on-site for future employment.

AV/IWB INSTALLER

Function: Generally, follows documented procedures and checklists.

General Characteristics

- Installs (or moves) AV equipment and IWB systems including IWB, mounts, monitors, sensors, shelves, etc. and related cabling as per industry and district standards
- Troubleshoots cabling problems using cable scanners and testers.
- Mounts and cables wireless equipment.
- Performs cable certification testing according to manufacture specifications and requirements.
- Documents cabling infrastructure.
- All work performed must not invalidate manufacturer warranty.

Education: High School Diploma, data/audio/video certifications.

Experience: Typically has 1 to 2 years of Communications Infrastructure / AV work experience

3.3 E-RATE (single top-rated vendor only):

Be advised the District participates in the E-Rate program to the maximum extent possible each year and intends to continue as long as the program exists. BCSD intends to apply for E-Rate support in the 2013/2014 E-Rate Year and thereafter throughout the contract term. In addition to its own personnel, the District employs an E-Rate consulting firm to assist with the paperwork, track progress, suggest recommendations, provide updates, etc. Contractor shall coordinate with District staff, the District's E-Rate consultant, the Schools and Library Division (SLD), and all others necessary in complying with all E-rate rules and requirements including, but not limited to, assisting in the preparation of cost estimates for the District's annual E-rate applications; providing invoices that delineate E-rate eligible and ineligible equipment and services; assisting, when necessary and requested, with District responses to audits and E-rate Program reviews.

The District typically utilizes the Form 472 / Billed Entity Applicant Reimbursement (BEAR) process; however, may, at its sole discretion elect to use discounted invoices.

Because the District participates in the E-rate Program, the Contractor may not charge the District a price above the Lowest Corresponding Price (LCP) for E-rate eligible products and services. See 47 CFR § 54.511(b). It is the Contractor's obligation to provide the LCP to the District, and the Contractor's obligation is not tied to Contractor's response to this Request for Proposal (RFP) or to its associated FCC Form 470. The Contractor must actually charge a rate that is the LCP, not just offer the LCP in a bid response. See 47 CFR § 54.511; 47 CFR § 54.500(f).

3.4 INVOICING:

3.4.1 Unless another method is mutually agreed upon, contractor shall submit one or more invoices per purchase order to BCSD, **rendered in arrears** and due net-60 days. Each invoice shall be clearly marked and delineated with the appropriate line item details on that one invoice, work performed, dates of service delivery, purchase order (PO) number, etc., and any BCSD requested details. Contractor shall irrevocably and forever forfeit payments due to Contractor by BCSD for Services rendered in a specific month and deemed billable if Contractor submits an invoice later than 12-months after the monthly Service was rendered. For example, if an invoice for Services rendered in January is not submitted before February of the following year then Contractor shall irrevocably and forever forfeit any and all payments due to Contractor by BCSD for Services rendered as per that invoice. (We use AIA documents and follow payment application process to include retainage of 3.5%)

3.4.2 Contractor shall delineate E-rate eligible items and ineligible items on Contractor's invoices per the SLD's current Eligible Services List, as well as provide other details as requested. In cases where products and services may be eligible for E-rate support, Contractor shall work with BCSD or its designated agents to prepare the detailed submissions that are required by the SLD. BCSD expects to make use of the BEAR process to receive its E-rate discounts. Contractor shall submit detailed invoices to BCSD that clearly indicate which portion of the charges are eligible for support and which are not, based on the SLD's review, and possible adjustment, of BCSD's funding requests.

3.4.2 Invoicing: Offeror invoices must provide, at a minimum, the following information:

- a) Description of the project;
- b) Location/site of the project;
- c) Date(s) of service delivery;
- d) Purchase Order number; and
- e) Line item detail of all equipment and services delivered.

3.6 EXCEPTIONS:

In a separate document included with its offer, Offeror must list and collate all objections, exceptions and observations regarding the specific requested Services and requirements. Such document must provide citations to the specific Section of this Request for Proposal to which the offeror objects, takes exception, or provides observation.

3.7 PRICING:

See Exhibit A – Material List section for a list of materials for vendor to provide pricing for this procurement. All manufacturer discounts and incentives will be passed on to the district.

4.0 INFORMATION FOR OFFEROR TO SUBMIT:

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all goods and services meet the requirements of this RFP.

4.0.1 The **Proposal** shall include the information listed below, tabbed and indexed in the following sequence:

4.0.1.1. Offeror shall submit a signed Cover Page and Page Two.

4.0.1.2 Company profile (3-page limit). Include general information and your company's name, the location of your business' headquarters, and the number of years you have been in business:

4.0.1.3 An approach to the project with sufficient detail on proposed tasks, procedures, and methodology, together with a statement of the proposer's ability to deliver a final product on schedule.

- 4.0.1.4 Provide pictures from one or more, of your jobs that demonstrate the quality of work that your company performs. (These pictures will be kept by the Beaufort County School District.)
- 4.0.1.5 Résumés of the individuals who will perform the work outlined in this proposal, including their capabilities and experience conducting similar work.
- 4.0.1.6 All vendor(s) must employ and provide certification(s) for installers for the approved materials and services including fire stopping, cabling, etc.. These certified installers must be full-time staffed employee(s) of your firm. Copies of all certifications must be provided.
- 4.0.1.7 Project Team Organization Chart
- 4.0.1.8 Vendor Response Form
- 4.0.1.9 Financial Stability: Each Offeror must provide their audited end of year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years.
- 4.0.1.10 Provide a Letter of Credit from a data/telecom distributor. This letter must be on the distributor's letterhead and clearly state that your firm is in good standing with the distributor and without any credit holds. Furthermore, this letter must state your company's credit limit and the current amount of debt that your firm has from this distributor.
- 4.0.1.11 All objections, exceptions and observations regarding the specified Services and requirements collated in a separate document with regards to specific Section to which the offeror objects, takes exception(s), or provide(s) observation
- 4.0.1.12 In addition to forms and/or information required elsewhere in this solicitation, the offeror must provide a copy of any required license(s). Failure to provide this information may make your bid non-responsive.
- 4.0.1.13 Technical information and cut-sheets on all components Offeror plans to install and manage.
- 4.0.1.14 Provide pictures of prior installations showing the following:
- Full front of back of rack
 - Fiber and copper terminations in rack
 - Firewall penetrations and conduit fills
 - Rack grounding
 - Cable tray grounding
 - J-hook use
 - Wall box copper installation – terminations and final
 - Above ceiling copper installation – terminations and final

Offeror should submit all other information and documents requested in this part and in parts 2.1 - Special Instructions; 3.0 - Scope of Work; 5.0 - Qualifications; 8.0 - Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section 9.0 - Attachments to Solicitations.

5.0 QUALIFICATIONS:

5.0.1 QUALIFICATIONS OF OFFEROR:

To be eligible for award of a contract, a prospective Contractor must be responsible. In evaluating an Offeror's responsibility, the BCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the BCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

OFFEROR E-RATE QUALIFICATIONS (single top-rated vendor only):

All Offerors proposing a Low Voltage Cabling Solution must qualify and be in good standing with the E-Rate program managed by the Schools and Libraries Division (SLD). Requirements include, but are not limited to:

5.0.1.1 Securing and maintaining a valid Service Provider Identification Number (SPIN);

5.0.1.2 Annually filing the Form 473, Service Provider Annual Certification (SPAC);

5.0.1.3 Company not under "Red Light" status with the FCC; and

5.0.1.4 Company and/or its officers may not be the subject(s) of an investigation or have been debarred by the FCC.

5.1. QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked "Exceptions" and clearly detailed in proposer's response.

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

- b) Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.
- c) A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.
- d) A list of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.
- e) Must have a clear understanding of industry standards and best practices.
- f) Offeror shall provide with their proposal copies of all appropriate certifications, licenses and permits, as well as evidence to support the documentation.
- g) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.
- h) List of failed projects, suspensions, debarments, and significant litigation.
- i) List of at least five (5) references of similar projects for these services.
- j) Pictures showing implementation of vendor's equipment/solution.

5.2 SUBCONTRACTOR IDENTIFICATION:

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that 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 BCSD may evaluate your proposed Subcontractors

6.0 AWARD CRITERIA:

6.0.1 AWARD CRITERIA – PROPOSALS:

Awards will be made to the highest ranked responsive and responsible Offerors whose offer is determined to be the most advantageous for the District.

6.0.2 AWARD TO MULTIPLE OFFERORS (JAN 2006):

Award will be made to more than one Offeror. **The highest rated proposer will be the District's only E-Rate LVC vendor.**

6.0.3 DISCUSSIONS AND NEGOTIATIONS (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 discussion, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R. 19-445.2095(1)] If improper revisions are submitted during discussions, 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]

6.0.4 EVALUATION FACTORS – PROPOSALS:

Proposals will be evaluated by a Selection Committee based on the evaluation criteria listed in the Section below. Each proposal will be evaluated both objectively and as compared to the other responses. All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the District will be deemed non-responsive. The Selection Committee may consist of representatives of the Project Team and any other persons appointed by the District. **Proposer should not attempt to contact members of the evaluation committee during the period of the solicitation. Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act.**

To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be disregarded.

Evaluation of proposals will be based on the following criteria:

- **Price for E-Rate eligible materials and services (30%)**
- **Staff Qualifications/Certifications/Experience (20%)**

- **Proposer’s Experience in Providing Similar Services (20%)**
- **References (15%)**
- **Price for non-E-Rate eligible materials and services (5%)**
- **Company Financial and Insurance Information (5%)**
- **Best interest of the District (5%)**

6.0.5 ORAL PRESENTATIONS:

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm’s proposal. Not all firms may be asked to make such oral presentations.

6.0.6 PROPOSAL WARRANTY

Offeror shall represent and warrant that the requirements are fully understood in all matters affecting the performance of the Services, furnishing the labor, supplies, material, and equipment required of these Services; that the proposal has been checked for errors and omissions; that the prices stated are correct and as intended; and that they are a complete and correct statement of prices for performing the work or furnishing the labor, supplies, materials, and equipment in accordance with the contract documents.

6.0.7 UNIT PRICE GOVERNS (JAN 2006):

In determining award, unit prices will govern over extended prices unless otherwise stated.

7.0 TERMS & CONDITIONS- A. GENERAL

7.0.1 ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

- 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.

7.0.2 BANKRUPTCY - GENERAL (FEB 2015):

- 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 Using Governmental Unit. 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 BCSD 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 BCSD upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

7.0.3 CHOICE OF LAW (JAN 2006):

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.

7.0.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

- a) Any Contract resulting from this solicitation shall consist of the following documents:
- 1) a Record of Negotiations, if any, executed by you and the Procurement Officer,
 - 2) the solicitation, as amended,

- 3) documentation of clarifications 11-35-1520(8) or discussions 11-35-1530(6) of an offer, if applicable,
- 4) your offer,
- 5) any statement reflecting the District's final acceptance (a/k/a "award"), and
- 6) purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

- b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation:
 - i) a purchase order or other instrument submitted by the BCSD or
 - 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 herein, the terms and conditions of all such documents shall be void and of no effect.

- c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

7.0.5 DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

- 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 Government business is not expected to be conducted, payment may be made on the following business day.

7.0.6 DISPUTES (JAN 2006):

- a) 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, Beaufort 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.
- b) 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.

7.0.7 EQUAL OPPORTUNITY (JAN 2006):

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.

7.0.8 FALSE CLAIMS (JAN 2006):

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.

7.0.9 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.

7.0.10 NO INDEMNITY OR DEFENSE (FEB 2015):

Any term or condition is void to the extent it requires BCSD to indemnify, defend, or pay attorney's fees to anyone for any reason.

7.0.11 NOTICE (JAN 2006):

- a) After award, any notices shall be in writing and shall be deemed duly given:
 - 1) upon actual delivery, if delivery is by hand,
 - 2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or
 - 3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the BCSD 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.

7.0.12 PAYMENT AND INTEREST (FEB 2015):

- a) The BCSD 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 BCSD.
- 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 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 BCSD 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 BCSD shall bear interest at the rate of interest established by the South Carolina Controller 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 a simple interest without compounding.
- f) The District shall have all of its common law, equitable and statutory rights of set-off.

7.0.13 PUBLICITY (Jan 2006):

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

7.0.14 PURCHASE ORDERS (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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.

7.0.15 SURVIVAL OF OBLIGATIONS (JAN 2006):

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.

7.0.16 TAXES (JAN 2006):

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 BCSD, 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 BCSD. It shall be solely the BCSD'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 BCSD to Contractor, Contractor shall be liable to the

BCSD 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.

7.0.17 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):

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.

7.0.18 THIRD PARTY BENEFICIARY (JAN 2006):

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.

7.0.19 WAIVER (JAN 2006):

The-BCSD 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 BCSD's rights under this Contract. Any waiver must be in writing.

7.1 TERMS AND CONDITIONS – B. SPECIAL:

7.1.1 BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015):

- a) All government information (as defined in the clause herein entitled "Information Security – Definitions") shall belong exclusively to the District 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, whether voluntary or involuntary, District information in its possession and/or under its control will be considered property of its bankruptcy estate.
- b) Contractor agrees to notify the District 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 District, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the District.

- c) In order to protect the integrity and availability of district information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information.

7.1.2 CHANGES (JAN 2006):

- a) 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:
 - 1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the BCSD in accordance therewith;
 - 2) method of shipment or packing;
 - 3) place of delivery;
 - 4) description of services to be performed;
 - 5) time of performance (*i.e.*, hours of the day, days of the week, etc.); or,
 - 6) place of performance of the services.

Subparagraphs 1) to 3) apply only if supplies are furnished under this contract.
Subparagraphs 4) to 5) apply only if services are performed under this contract.

- b) 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 BCSD 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.
- c) Time Period for Claim: Within 30 days after receipt of a written contract modification under Paragraph a) 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 BCSD is prejudiced by the delay in notification.

- d) 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.

7.1.3 COMPLIANCE WITH LAWS (JAN 2006):

During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

7.1.4 CONTRACT LIMITATIONS (JAN 2006):

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.

7.1.5 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 Number 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 this 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 insured 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 Number CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

- d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, 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 District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- f) Should any of the above described policies be cancelled before the expiration date thereof; notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- g) Contractor hereby grants to the District and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District or applicable Using Government Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District 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 District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.
- i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insure, coverage, or other special circumstances.

7.1.6 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.

7.1.7 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.

7.1.8 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 19 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.
- b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the contractor will be liable to the District for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.
- c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the 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.

7.1.9 ESTIMATED QUANTITY - UNKNOWN (JAN 2006):

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.

7.1.10 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 State 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. [07-7B097-1]

7.1.11 INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (FEB 2015):

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party of an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause,

“Indemnitees” means the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

7.1.12 INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015):

- 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) cause in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
- b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee’s failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor’s ability to defend such action. Indemnitee must reasonably cooperate with contractor’s defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege_ and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor’s defense of any action at its own expense. Contractor may not, without Indemnitee’s prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent:
 - i. includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and
 - ii. is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee’s consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction
- c) Notwithstanding any other provision, contractor’s obligations pursuant to this clause are without any limitation whatsoever. Contractor’s obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

- d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

7.1.13 INDEMNIFICATION - INTELLECTUAL PROPERTY (FEB 2015):

- a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. BCSD shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. BCSD shall allow Contractor to settle such claim so long as

- 1) all settlement payments are made by Contractor, and
- 2) the settlement imposes no non-monetary obligation upon BCSD.
BCSD shall reasonably cooperate with Contractor's defense of such claim.

- b) In the event an injunction or order shall be obtained against BCSD's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either:

- 1) procure for BCSD the right to continue to use, or have used, the acquired item, or
- 2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by BCSD.

If neither (1) nor (2), above, is practical, BCSD may require that Contractor remove the acquired item from BCSD, refund to BCSD any charges paid by BCSD therefore, and take all steps necessary to have BCSD released from any further liability.

- c) Contractors obligations under this paragraph do not apply to a claim to the extent
 - 1) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD unless Contractor knew its compliance with the BCSD's specifications would infringe an IP right, or
 - 2) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD if the BCSD knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

- d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.
- e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

7.1.14 INFORMATION SECURITY – DEFINITIONS (FEB 2105):

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

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

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

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

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

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

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

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

Third Party – means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

Unrestricted Information – means:

- 1) public information acquired other than through performance of the work,
- 2) information acquired by Contractor prior to contract formation,
- 3) information incidental to your contract administration, such a financial, administrative, cost or pricing, or management information, and

- 4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

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

7.1.15 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 BCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

7.1.16 MATERIAL AND WORKMANSHIP (JAN 2006):

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended.

7.1.17 NEPOTISM POLICY:

The contractor shall immediately report to the Chief Finance and Operations Officer any current or pending employment of an immediate family member of the BCSD Superintendent, Executive Leadership Team, School Principals, Facilities Planning and Construction Officer, or Procurement/contracting personnel.

7.1.18 OWNERHIP OF DATA & MATERIALS (JAN 2006):

All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

7.1.19 PERFORMANCE BOND REQUIRED:

A Performance Bond and a Labor and Material Payment Bond **will** be required for 100% of the proposed/contracted amount on the various projects that exceed \$50,000. The bonds must be issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) time the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in-fact to bind the surety and certified to include the date of the performance bond.

7.1.20 PRICE ADJUSTMENTS (JAN 2006):

- a) 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):
- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - 2) by unit prices specified in the Contract or subsequently agreed upon;
 - 3) 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;
 - 4) in such other manner as the parties may mutually agree; or,
 - 5) 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.
- b) 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.

7.1.21 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.

7.1.22 PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS AND SERVICES” (JAN 2006):

Upon request and adequate justification, the Procurement Officer may grant a price increase up to but **not to exceed 3%**, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods and 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. **If the annual year-over-year CPI increase is greater than 5%, the District will consider negotiations for the increased cost over the 3% limit. However, at the next anniversary date of the contract, if the annual CPI percentage is below 3%, pricing will be adjusted downward to reflect the CPI index prior to the extraordinary increase for the previous year, not to exceed an average annual increase of 3% since contract inception.**

7.1.23 PURCHASING CARD (JAN 2006):

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows BCSD to make authorized purchases from a vendor without the requirement to issue a purchase order.

7.1.24 RELATIONSHIP OF THE PARTIES (JAN 2006):

Neither party is an employee, agent, partner, or 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.

7.1.25 RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015):

- a) Citizens, as well as public 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 District 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.

7.1.26 STORAGE OF MATERIALS (JAN 2006):

Absent approval of the District, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

7.1.27 TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:

The anticipated effective date of this contract will be November 2018. The initial term of this agreement will be for three (3) years.

7.1.28 TERM OF CONTRACT – OPTION TO RENEW (Jan 2015):

At the end of the initial term, and at the end of each renewal term, this contract has the option to renew for a period of two (2) years, unless contractor receives notice that the BCSD elects not to renew the contract at least thirty (30) days prior to the date of renewal. With the exception of a voluntary extension subject to BCSD Superintendent's approval, this contract expires no later than the last date stated on the maximum contract periods.

7.1.29 TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006):

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety days prior to the effective date of termination.

7.1.30 TERMINATION FOR CONVENIENCE – (JAN 2006):

- a) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- b) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement

Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer:
 - 1) any completed supplies; and
 - 2) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.
- d) Compensation.
 - 1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with subparagraph (c) of this paragraph.
 - 2) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under paragraph (3) of this clause, and the contract price of the work not terminated;
 - 3) Absent complete agreement under subparagraph (b) of the paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under subparagraph (b) shall not duplicate payments under this subparagraph:
 - i) contract prices for supplies or services accepted under the contract;
 - ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

- iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (c)(iii) of this paragraph;
 - iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph (b) of this paragraph, and the contract price of work not terminated.
- 4) Contractor must demonstrate any costs claimed, agreed to, or established under subparagraphs (b) and (c) of this paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- e) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:
- i) affect the District's right to require the termination of a subcontract
 - ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

8.0 BIDDING SCHEDULE / PRICE BUSINESS PROPOSAL:

See Exhibit A – Excel Spreadsheet

9.0 ATTACHMENTS TO SOLICITATION

MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:

*Mission of the Beaufort County School District Board of Education:
To serve the community by providing the opportunity for each student to receive a highly effective education*

Statement of Policy

It is the policy of the Beaufort County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of BCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Beaufort County School District will comply with this BCSD policy.

W/MBE Compliance

Potential bidders must demonstrate their process for contracting or utilizing businesses as subcontractors or suppliers for work on projects undertaken is open to businesses regardless of race, gender or ethnicity, by fulfilling one (1) of three (3) alternative eligible bidder categories.

1. Documentation of prior M/WBE on projects undertaken in South Carolina during the previous two (2) years at the level of availability.
2. Documentation of prior good faith outreach efforts on all projects undertaken in South Carolina during the previous two (2) years.
3. Commitment to future good faith outreach efforts in all projects undertaken in South Carolina.

On eligible projects that equal or exceed five million dollars in value, potential bidders are required to make a good faith effort to enter into a joint venture or Mentor/Protégé arrangement at the prime contractor level which includes at least one (1) certified minority- and/or woman-owned firm.

- Companies involved in joint venture Mentor/Protégé arrangements must be of a different race or gender ownership.
- Each eligible bidder shall submit with each bid submission on an eligible contract:
 1. A complete and signed subcontractor plan. Eligible bidders who submit bid proposals which fail to utilize minority- and/or woman-owned business enterprises at a level consistent with availability, must submit documentation

- detailing their “good faith outreach efforts” to utilize minority- and/or woman owned firms.
2. Written documentation demonstrating the eligible bidder’s good faith efforts to identify, contract with, or utilize businesses, including certified M/WBEs, as sub-contractors or suppliers on the eligible project.
- Acceptable good faith effort documentation:
 1. The eligible bidder contacted the District Purchasing and Contract Compliance Offices, other private sector and government entities, or M/WBEs organizations, to identify available businesses to work on the eligible bidder project, including minority-and Woman-owned firms.
 2. The eligible bidder placed notices of opportunity for minority-and woman-owned firms to perform subcontracting work on the eligible project in newspapers, trade journals and other relevant publications specifically targeted to M/WBEs, or communicated such notices or opportunities via the Internet or by other available media means.
 3. The eligible bidder submitted invitations to bid for work on the eligible project to qualified businesses, including minority-and woman-owned firms.
 4. The eligible bidder included in such notices and invitations, a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
 5. The eligible bidder promptly responded to inquiries, provided necessary physical access and time for all interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time to allow all interested businesses to prepare bids and quotes, regardless of race, gender or ethnicity.
 6. The eligible bidder considered, hired, or otherwise utilized qualified and available businesses for an eligible project, including minority-and Woman-owned firms.
 7. For each business which contacted or was contacted by the eligible bidder regarding sub-contracting or services on the eligible project, the eligible bidder shall maintain all written documents reflecting such contact, including bids, quotes and proposals.

Subcontractor Participation

Beaufort County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

Business Utilization Report

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with BCSD. If the information contained in the Contractor’s Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

Business Enterprise Utilization Report

List all vendors/subcontractors to be used on this project. All MBEs or WBEs proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Beaufort County School District’s Minority Business Enterprise Plan prior to utilization on this project.

In column 2 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- WBE – Woman Business Enterprise

<u>Sub-Contractor Name</u>	<u>Gender Group</u>	<u>Address</u>	<u>Phone #</u>	<u>Other</u>	<u>E-Mail</u>

Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Beaufort County School District’s goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically, the BCSD seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Woman Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Woman Business Utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Woman Business Enterprise Program in the performance of this contract.

Signature

Date

Name: _____

Title: _____

Project: _____