

	ANDERSON SCHOOL DISTRICT FIVE	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	7249-24/25 11/21/24 Scott W. Orr 864-260-5000 x10143 ErateOne@anderson5.net
	Request for Proposal		

DESCRIPTION: Leased Lit Fiber (with Dedicated Internet Access)

<i>The Term "Offer" means Your "Response". Your offer must be submitted in a sealed package or via email based on the solicitation's Instructions with the Solicitation Number & Opening Date appearing on package exterior or in the subject line.</i>	
Emailed responses ARE acceptable for this Solicitation (see address listed above)	
SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES BELOW:	
PHYSICAL ADDRESS: Anderson School District Five Administrative Offices Attn: Scott W. Orr 400 Pearman Dairy Road Anderson, South Carolina 29625	MAILING ADDRESS: Anderson School District Five Administrative Offices Attn: Scott W. Orr PO Box 439 Anderson, South Carolina 29622
SUBMIT OFFER BY (Due Date / Time): December 20, 2024 at 1:00 pm (EST)	
QUESTIONS MUST BE RECEIVED BY (Date/Time): December 5, 2024 at 1:00 PM (EST)	
NUMBER OF COPIES TO BE SUBMITTED: One (1) copy + One (1) redacted copy (if vendor deems necessary)	
CONFERENCE TYPE DATE & TIME:	LOCATION:
You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of forty-five (45) calendar days after the Opening Date.	
COMPANY NAME (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (tax-exempt) ☐ Corporate entity (not tax-exempt) ☐ Government entity (federal, state, or local) ☐ Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

PAGE ONE (Complete, Sign & Return Page w/ Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)						
	Area Code:	Number:	Extension:	Facsimile:			
	E-Mail Address:						
PAYMENT ADDRESS (Address to which payments will be sent.) ☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) ☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)						
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue below.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
MINORITY PARTICIPATION							
Please answer the following questions: Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina? ☐ Yes ☐ No If yes, provide certification number: _____ If no, would you qualify as a MOB/WOB based on the District's requirement of at least fifty-one percent (51%) ownership by a woman or person of ethnic (non-white) origin? ☐ Minority-owned ☐ Woman-owned By submitting a response to this solicitation, I acknowledge that I am in agreement to the following: 1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on property. 2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on And5 property or adjacent thereto. 3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on And5 property. 4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on And5 property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on And5 property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to And5 personnel or And5' legal counsel immediately upon request. 5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended. 6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act <u>regardless of the number of employees employed</u>. Participation in E-Verify through the Dept. of Homeland Security is required by And5 regardless of the number of employees you employ.							
ACKNOWLEDGEMENT							
Have you clearly listed any deviations from the requested specifications and fully explained such deviations? ☐ Yes ☐ No							

PAGE TWO (Complete & Return Page w/ Your Offer)

SCOPE of WORK

Anderson School District Five (ASD5) would like to solicit responses for ERate eligible Dedicated Internet Access (DIA) Services.

The District intends for this vendor to assume all responsibilities associated with this contract including but not limited to all labor fees, federal, state, city or town required business license(s), permits, insurance, fuel, supplies and any other expenses required to carry out the requirement of this solicitation. The successful contractor shall be properly licensed and must have at least three (3) years of documented experience.

SPECIFICATION

It is the intention of the ASD5 to establish a contract for the District's Internet Service at the Glenview Middle School, 2575 Old Williamston Road, Anderson, SC 29621. ASD5 will evaluate proposals for a Dedicated Internet Access Service (DIA) that includes the Internet bandwidth and transport.

Glenview Middle School, 2575 Old Williamston Road, Anderson, SC 29621.

The provider will provide a 10 Gb DIA Service with 10 Gb of committed Internet Bandwidth scalable to the full 20 Gb. The service should be scalable from 10 to 20 Gb within the term of the contract.

1.1 Introduction

This RFP requests proposals for two separate but inter-related services: (1) Internet Port Services at a Colocation Data Center Services with Carrier-Neutral Access within the greater Upstate South Carolina Area and (2) Leased Lit Fiber for Wide Area Network Connectivity and option for Data Center Interconnection (DCI) Connectivity Service(s) – an erate eligible service. The contract will be awarded in accordance with the instructions, terms and conditions, and requirements/specifications contained herein.

This RFP provides interested suppliers with sufficient information to prepare and submit Proposals for consideration with the intent of contracting with one or more companies to provide requested services for ASD5. Proposals must include all costs associated with all deliverables. After receipt of the sealed proposals, the prospective offerors will be evaluated using the criteria stated in the RFP. Once evaluation is complete, all responsive offerors will be ranked from the most advantageous to least advantageous to the District, considering the evaluation factors stated in the RFP.

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services. The Anderson School District Five reserves the right to reject any and all proposals and to award the contract on the basis of benefits other than price alone. It further reserves the right to purchase based upon price and/or benefits, which best meet the needs of the district.

The implementation of any associated contract resulting from this competitive request for proposal process will be dependent on the District's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The District will have the right to allow a contract to expire in full or in part without implementation if appropriate funding does not become available.

1.2 Questions from Offerors

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 Thursday, December 5, 2024, by 12:00 pm est. Questions should be submitted via email to Scott Orr at ErateOne@anderson5.net. 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.**

The ASD5 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.

1.3 General Instructions

Interested vendors are asked to submit one (1) original and five (5) copies of their Technical and Costs Proposals (in separate sealed envelopes) and one (1) electronic copy (USB Drive) to the Coordinator of Procurement for the District, as noted on the cover page of this RFP. Include pages 1-2 of the RFP, Attachments A - C, Technical Proposal, **Costs Proposal in a separate sealed envelope** and all information requested in this proposal. **Note: Submit a copy of your insurance coverage.**

Proposals shall be submitted no later **December 19, 2024, by 2:00 pm** as indicated in the Request for Proposals to the place and in the manner as described and, on the date, indicated by the Request for Proposals. Proposals received after the date/time specified will be considered late proposals and **shall not** be considered.

All bids must be in a sealed envelope and have clearly marked on the envelope:

Name of Firm

Address

RFP 7250-2425 Internet Port Services at a Co-location Data Center Services, Leased Lit Data Center InterConnect Services

1.4 RFP Timeline

MILESTONE	DATE
Issue Date	Thursday, November 21, 2024
Questions Due By	Thursday, December 5, 2024, at 12:00 pm EST
Proposal Response Deadline	Thursday, December 19, 2024, at 2:00 pm EST
Final Determination Date	Est. January 31, 2025, or before.

It is the responsibility of the vendor to check the District website for any addenda that may be issued relating to the RFP at the following link: <https://www.pickens.k12.sc.us/page/solicitation-and-awards>

The District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities, and to award in the best interest of the District.

1.5 Proposals General Format

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.

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION: In addition to the information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation tabbed and indexed in the following sequence:

1. **Proposed Solution:** The proposal should include the following information.

- Internet Port Service at a Data Center Services within the greater Upstate South Carolina Area Proposal.
- Leased Lit Fiber for Wide Area Network Connectivity and option for Data Center Interconnection (DCI) Connectivity Service(s) Proposal – with specific details meeting criteria in the following section
- Contract Details as outlined in the following section
- Other Important Vendor Information:
 - Vendor’s Reputation: three references from comparable service installations
 - Vendor’s Past Relationship with ASD5: list of any previous projects with the district
 - Vendor’s Knowledge and Experience: list of any related projects with similar solutions

2. **Cost Proposal:** Pricing on equipment, any necessary software and software license renewals/upgrades, setup and installation, technical support/maintenance, training, or any other costs associated with the purchase, installation, and performance of the proposed solution. It is the Proposer's responsibility to specify all costs, including but not limited to: materials, labor, project management, shipping travel, etc. Proposer is responsible for any calculations, formula, cross-references, extended prices, verifications, etc. Cost must be firm-fixed price and must be in United States Dollars. Please provide as much information as possible to define the total potential costs for your solution based on the information in the next section.

The Cost Proposal is to be submitted in a separate sealed envelope with the proposal response.

– RFP STRUCTURE, ASD5 CURRENT ENVIRONMENT, AND RFP OBJECTIVES

2.1 Request for Proposals Structure

The intention of this Request for Proposals (RFP) is to solicit proposals for separate but inter-related services:

1. Internet Port Services at a Colocation Data Center Services with Carrier-Neutral Access within the greater Upstate South Carolina Area – a non-erate eligible service.
2. Leased Lit Fiber for Wide Area Network Connectivity and option for Data Center Interconnection (DCI) Connectivity Service(s) – an e-rate eligible service.

The District will require connectivity from either the Primary NOC or District secondary Network aggregation site to a data center facility that will serve as the additional Internet Service Point of Presence for the District.

The award for these two requested services will be separate. The evaluation of these services will be independent.

A single provider will be awarded the Internet Port Service for 4 Gb of serColocation Data Center services.

A single E-Rate eligible service provider will be awarded the Leased Lit Fiber service.

A single provider can be awarded both the Colocation Data Center services and Leased Lit Fiber services if they are an eligible E-Rate service provider for the Leased Lit Fiber.

The District reserves the right not to award services.

2.2 District Objectives

It is a priority for the District to build sustainable, defensible and resilient digital infrastructure. Foundational components of the digital infrastructure are the 1) data center and service locations/facilities, 2) the network core locations/facilities, 3) connectivity services including Internet, cloud and managed services, 3) the wide area network, and 4) data. It is the intent of this RFP to establish the foundations of the District's digital infrastructure to meet the district's immediate and long-term needs with a solution that increases sustainability, defensibility and resilience.

It is also a priority of the District to build the digital infrastructure of WAN and Data Center in a design that provides increased access to managed services for network, Internet, data and cybersecurity and provides increased access to service providers and products to support the District.

– SCOPE & SPECIFICATIONS COLOCATION DATA CENTER SERVICES

Request for Proposals Defined

The intention of this Request for Proposals (RFP) is to solicit responses for an 10 GbE Internet Port Service with 4 Gb of Internet bandwidth scalable to 10 Gb within the contract term at a Data Center Services with Carrier-Neutral Access within the greater Upstate South Carolina Area. The Data Center solution(s) should have the following services including, but not limited to:

- 4 Gb of Internet bandwidth on a 10 GbE Port.
- Network Access at a location with the option to extend to Colocation Services
- Multiple Internet Access Providers for Internet including Segra – the State K12 Internet Provider.
- Cloud access and/or Internet 2 access,
- Managed Service Providers for Network and Cybersecurity solutions

Interested vendors should respond to this RFP and submit responses to ASD5.

Interested vendors should have experience working with critical infrastructure organizations and education institutions.

Product Specifications

- It is the intention of ASD5 to establish one or more contract(s) with highly qualified Vendor(s) for Data Center Services for Internet Access and/or Cloud Connections with the options for future colocation services. The district requests services for a data center facility to support the District's primary Internet/Network/Internet Point of Presence.
 - A data center facility with fiber connectivity options to multiple Internet Service Providers including the State of SC contracted Internet provider for K12 school districts.
 - Access to facility from District's Network Operations Center or secondary network aggregation site.

- Lease term of three years with an option to renew yearly for up to three years after the initial contract end
- 24/7/365 monitoring, security, and accessibility for ASD5 IT employees
- Ability to provide a transport and cross connect to services within the facility as primary service with the option to extend to colocation.
- Provide Cybersecurity services and Network Monitoring Options.

The district desires Vendor(s) shall, at the request of ASD5, provide these products and/or covered services under the terms of this RFP.

This contract will support a District Wide Area and Wireless Network Demarcation, an Internet and Telecommunication Point of Presence and Data Center Co-location Services. In addition, this location will provide access to other Managed and/or network services for the District.

The district reserves the right to not contract for facility services if not required for connectivity to providers.

This contract shall be for the purchase of Lit Fiber Wide Area Connectivity and Data Center Interconnection (DCI) and monitoring, maintenance, and management in accordance with the instructions, terms and conditions, and requirements/ specifications contained herein. The Anderson School District Five (the District or ASD5) will follow the purchasing policies of ASD5 Board and requirements and procedures of the Schools and Libraries Universal Service to be eligible for all available funding.

Leased Lit Fiber: A fiber-based broadband service where the service provider owns and manages the network, and the District pays a recurring fee to have data transported over the network. The eligible charges also include basic installation and special construction.

Diverse, Non-Collapsed Fiber Routes: ASD5 requests fiber network solutions that are based on a highly resilient network. This references the public fiber network routes beyond the sites' on-premise fiber segment and the path to that segment.

A. Specifications for Service

ASD5 will evaluate fiber-based network infrastructure proposals for the ASD5 Wide Area Network solution for campus connectivity between the following sites to the Data Center locations within or near the district fiber network and data centers that are available on or near the Service Provider's network within the upstate area. The provider should identify the data center locations within the district or near the district for data center interconnection services.

Hub Sites:

1. **NOC - Administrative Annex 400 Pearman Dairy Road, Anderson, SC 29625**
2. **GMS - Glenview Middle School, 2575 Old Williamston Road, Anderson, SC 29621**

ASD5 will evaluate long term contract options for leased lit fiber, as defined by the FCC Second E-Rate Modernization Ruling. The bandwidth requirements of the network are included in Appendix 2.

The contract award is expected to occur no later than January 2025. Proposer may be required to begin construction, installation, or deployment activities immediately following contract award. The targeted project start date is July 1, 2025 based on the proposed service availability and time for delivery of services. Specific project schedules will be coordinated with the successful proposer following contract award.

The applicant encourages vendors to put forward network design proposals that put the e-rate required premium on cost effectiveness but also provides solutions that are resilient, scalable and sustainable for a long-term contract.

B. General Specifications

PRIORITY: It is the intent of ASD5 to contract for a fiber network to meet the immediate and long-term needs of the district. The District requests a proposal for a Leased Lit fiber solution that is a part of the Respondent's network - the response should provide a network design that meets the needs of ASD5 and leverages the provider's network to the fullest to provide the best overall solution. If any specification contradicts with the respondent's network standards or design policy, the respondent may take exception on the grounds of Vendor Network Design Standard or Recommendation. It is the intent of ASD5 to receive responses that leverage the respondent's network to provide a cost effective, high available, sustainable service and support solution of the network.

Priority Design Requirements: The proposal will provide a solution that meets the near term and long-term priority design requirements of the district based on the District standards and defined network design priority requirements as listed below.

- Capacity for WAN Connectivity to each hub site – 10 Gb, 40 Gb or 100 Gb.
- Security
- Reliability
- Scalability
- Sustainability
- Performance

The applicant encourages vendors to put forward network design proposals that put the e-rate required premium on cost effectiveness. The network should provide a solution that is manageable and provides highly available network services.

The proposal should include the cost of an end-to-end solution and include the building entry and termination into the facility Main Distribution Frame (MDF). The proposal should include all termination and testing of the fiber or service into an existing MDF rack.

For a Lit Fiber Proposal, 10 Gb will be the minimum bandwidth capacity to the data center but 40 Gb or 100 Gb is also requested for scale and for network interface standardization. The Ethernet interface to the district should be identified. ASD5 can support 10/25/40/100 GbE interfaces at the Hub Sites and Data Center locations. A minimum of 100 Gb bandwidth and 100 GbE will be required at the Data Center location to meet near and long-term needs of the District. The provider should provide the most cost-effective bandwidth solution. The District requests a Lit Fiber Solution for an Optical Transport Network (OTN) over DWDM with Ethernet framing to provide ASD5 the optimal scale and performance; however, 40/100 GbE Layer 2 Metro Ethernet would also be evaluated. Alternative solutions should identify the value and services over an OTN network solution. The bandwidth should be dedicated and non-oversubscribed.

A Lit Fiber Proposal should detail the technical architecture of the network including the physical fiber layer, the transport layer and services. The Lit Fiber Proposal should provide an SLA and 7/24 monitoring and response services. The proposal must provide the upgrade path and cost of increasing bandwidth to the next current service option.

A Lit Fiber Proposal will include all costs to deliver the proposed service to the district. The District is granted no right of ownership of any part of the network physical plant or network equipment to deliver the service. One-time, special construction and modulating equipment specific to the District service may be charged as a one-time, non-recurring charge. All usage and service charges should be charged as monthly recurring charges.

A Lit Fiber network proposal can include the Special Construction charges (as defined by the FCC Second E-Rate Modernization Order), fiber plant IRU charges, building entries and provisioning as one-time non-recurring charges with maintenance as a yearly cost. For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber facilities to E-rate eligible entities. Special construction consists of three components: Construction of network facilities; Design and engineering; and Project management.

It is the intent of ASD5 to pay the Non-Recurring Charges for all proposals at Service Delivery in Year 1; however, the District requests the option for a four (4) year payment option of the district's portion of the Special Construction.

The solution evaluation will be based on the ability of the solution to meet the long-term requirements. The associated cost of the solution to provide bandwidth and access will be evaluated in the overall assessment of the design.

C. E-Rate Requirements

It is anticipated that some or all costs associated with this proposal shall be eligible for the E-rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157); therefore, the selected Proposer must understand and comply with all FCC rules and regulations relative to E-rate. The selected Proposer must also have a valid 498 ID (Service Provider Identification Number – SPIN).

E-rate discounts can be applied to special construction charges in the first year of the contract. If special construction charges are bid, please provide an installment plan for ASD5'S non-discount share for annual payments over four years.

For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber or upgraded facilities to E-rate eligible entities. Special construction consists of three components: Construction of network facilities; Design and engineering; and Project management. The district will consider terms of 5-year term with voluntary extensions for additional one and five-year terms.

D. Notice for Special Construction Proposals

All E-rate applications including special construction that includes fiber are subject to review and detailed questioning. Proposals that include special construction should provide or be prepared to promptly provide the following information:

1. A map file of the proposed fiber route in KMZ or JSON format
2. The cost per foot of fiber
3. The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
4. The cost per foot of outside plant materials (conduit, handholes, aerial make ready materials)
5. The cost per foot of outside plant (trenching, handhole and marker installation, installation of aerial make ready materials)

The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Respondents should consider other business that may be generated by building fiber into the region and request only the special construction capital allocable to ASD5's service.

E. Required Notice to Proceed and Funding Availability

Vendor will follow the purchasing policies of the ASD5 and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.

Vendors wishing to submit a proposal response must be qualified to provide the proposed services by any legal or government certification required. In addition, vendors wishing to submit a proposal response must have been granted Right-of-Way use pursuant to an executed agreement for Joint Use of Utility Poles with any company that the proposal includes use of the Right-of-Way or Joint Use of Utility Poles.

Final authorization by ASD5 for the purchase of any or all goods and/or services, hereafter described in this document, MAY be contingent upon the award of funding (a Funding Commitment Decision Letter) from the Schools and Libraries Division of USAC for the 2025 E-Rate Funding Year.

ASD5 may, at its discretion, choose to cancel its offer for the purchase of any and all goods and/or services requested in this RFP if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any other reason.

ASD5 will request State Matching funds for Category 1 fiber projects. If State Match funds and/or E-Rate Category 1 funds are not available for the project, the District may, at its discretion, choose to cancel its offer for the purchase of any and all of goods and/or services.

All requests for payment by the selected Proposer must be made by written invoice to ASD5. Goods and/or services may not be delivered to ASD5 before a written Notice to Proceed. Proposer may not issue written invoices before July 1, 2025. Invoices must show the full amount of the cost of goods and/or services provided to ASD5 for the invoice period. Invoices must also provide the following:

1. An itemization of those goods and/or services that are eligible for E-Rate reimbursements, and those that are not eligible for E-Rate reimbursement. (The itemization could include a bill of materials for any eligible special construction costs if the proposer requests special construction reimbursement for new build segments necessary to deliver leased lit service.)
2. An itemization of invoice amounts that are allocated for payment through E-Rate, and those that are to be paid directly by ASD5.

ASD5 shall pay only the invoice amounts, not otherwise disputed by ASD5, allocated on the invoice for payment directly by ASD5. By submitting a proposal, the selected Proposer understands, acknowledges and agrees that ASD5 will not pay any invoice amounts identified and allocated for payment through E-Rate. **The selected Proposer shall be responsible to prepare and file with the FCC a Form 474 (SPI Form) to request payment of those invoice amounts allocated for payment through the E-rate program. The selected Proposer will be paid for the E-rate eligible goods and/or services through the E-rate program only after a Funding Commitment Decision Letter has been issued through the E-rate program.**

Prices quoted shall be all inclusive and represent complete installation and operation at the sites listed in the attached specifications. The Vendor shall be responsible for all equipment, software, parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the fiber optic WAN detailed herein.

E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

ASD5 will evaluate the solutions that meet the District's needs in the most cost-effective solution over a long-term contract evaluation. The proposal should provide detailed technical descriptions of the service. ASD5 will give additional evaluation points for an optical wavelength solution due to the ability for the solution to meet the District's needs in the area of Design Requirements.

The proposal for a Layer 2 solution should provide evidence and explanations of how a Layer 2 solution will provide comparable or better services to meet the design requirements over an optical solution.

The fiber network that supports the lit service should have a robust design that provides a high level of service availability and lack of downtime and maintenance. The underlying fiber network will have diverse, non-collapsed public routes when possible to meet the design requirements and to provide the most cost effective overall design. It is understood the external campuses, campuses not on a ring design route, would be on collapsed lateral connections.

Total cost of ownership is the highest weighted criteria for selection.

ASD5 considers this service as a foundational infrastructure component of the overall information technology system. ASD5 requests a five-year service contract with an additional five (5) year term option for an existing service network that meets the requirements.

The proposal will provide for one-time costs including but not limited to, easements, routes, pole attachments, project management, engineering, capital expenditures, network resource allocation and/or build out. All non-recurring costs should be specified as installation or special construction within the definition of E-rate rules. Monthly recurring charges should reflect maintenance and operations of the network for the district.

1. Lit Fiber Campus Connectivity Technical Specifications

The proposed Leased Lit Fiber Network solution must provide a network design in which:

1. The proposal will provide a solution that meets the near-term and long-term design components of the district including the following priority requirements:
2. Acceptable lit fiber-based solution will include, but are not limited to, optical networking using wavelength-division multiplexing (WDM) or optical transport network (OTN), or Layer 2 Metro Ethernet.
3. Ethernet frames containing a 1500-byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment.
4. Protocols and network configurations including but not limited to, QoS, Multicast, Unicast, Layer 3 routing, 802.1q tagged frames, 802.1ad provider bridging, VLAN will be passed through the provider untouched and delivered according to ASD5. These services will follow open standards and industry best practices.
5. WAN performance must support jitter and latency sensitive applications and services including but not limited to, Video over IP, VoIP, and multi-Data Center Synchronous Applications. The included service level agreement should include the average jitter values and network latency between points within the network and the disclosure by what method these values will be calculated. For example, IETF standards for RTP such as RFC 3550 and RFC 3611 define some methods such as Mean packet to packet delay variation, Mean absolute packet delay variation, Packet delay variation histograms and Y.1541 IPDV Parameter.
6. The network latency target should be less than 4 millisecond (ms) between sites. This is the performance the district could light the fiber with DWDM optical equipment with dark or self-provisioned fiber. Vendor will note any exception to this latency target by documenting the target objective.
7. The proposed network will be capable of transparently transporting all aspects of Ethernet LAN protocols.

8. Performance metrics on contracted circuits must be provided to ASD5 staff within 24 hours of request.
9. ASD5 must be notified a minimum of one week of any network changes or planned network maintenance including QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP and a minimum of 24 hours on network changes due to emergency incidents.
10. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
11. Every connection receive AND transmit capacity must each meet or exceed the bandwidth amount that is proposed. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.
12. Interface to proposed network will be at the main distribution frame (MDF) in each site, and termination equipment shall be wall mounted in the building designated MDF closet. Demarcation of Vendor's network will be a clear and well-defined physical interface and be located at the site's Main Distribution Facility as identified by the District designated person.
13. Equipment needing to be rack mounted will be mountable in industry-standard rack facilities.
14. Proposal will include dimensional and environmental requirements of equipment selected for installation at "District" sites. The proposal shall include the termination requirements for space and power.
15. Vendors are encouraged to provide a lit fiber solution that provides scalability and reliability. The vendor will describe the network design and typology that supports these technical design evaluation criteria.
16. The dedicated bandwidth must not be affected by other customer network load on the service provider network.

The district hub sites have two (2) building entry and routes available for access to the facility Main Telecommunication Closet.

Fiber Terminations, Cross Connect and End to End Service: The service will include all interfacility cable, cross connect or other cost for an end-to-end service.

It is the responsibility of the service provider to plan for routes and access into the campus facilities. Provide Route assessment and associated maps. This information will be considered confidential.

2. Lit Fiber Proposal Cost

Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All Proposer costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges such as USF must also be included in the cost. Estimated fees are acceptable but no fees may be omitted from the proposal. No additional charges will be accepted.**

The quantities provided are for the sole purpose of assisting the Proposers in preparation of their proposals and for ASD5 to consider the feasibility of the proposed network solutions. ASD5 shall not be responsible for any cost that is not identified in the Proposer's cost proposal. ASD5 will not consider proposals that offer discounts based upon the number of network locations that join the network.

Any costs which are not eligible for E-rate discounts must be identified.

The proposal prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

a. Lit Fiber Ethernet Service Cost

Circuit costs will be bundled costs and must include all necessary components needed to utilize the circuit at the bandwidth proposal. Network equipment and hardware (non-CPE) will be part of and included in the itemized circuit costs.

The Proposer will include costs for software, warranty, and maintenance of the provided circuits in the service rates. Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Proposer's network and associated service rates. Software costs shall include all of the following applicable costs:

- Initial purchase and installation costs.
- Use and licensing fees.
- Software maintenance costs, including upgrades.
- All other costs relative to the network such as acquiring and using the software for the life of the network.
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

b. Installation Charges

Non-recurring installation charges including but limited to, installation/set-up, provisioning, network configuration cost shall be delineated in the cost portion of the proposal.

All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to ASD5 equipment on both ends must be included in the cost.

c. Special Construction Charges

E-rate discounts can be applied to special construction charges in the first year of the contract. If special construction charges are bid, please provide an installment plan for ASD5'S non-discount share for annual payments over four years.

For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber or upgraded facilities to E-rate eligible entities. Special construction consists of three components: Construction of network facilities; Design and engineering; and Project management.

d. Quantity

ASD5 has the option of adding additional services to a site as needed. ASD5 reserves the right to purchase any quantity of service above the base proposal. ASD5 reserves the right to add sites, remove sites, move connections, increase or decrease bandwidth during the life of the contract. Proposer should include costs for implementing site changes during the contract term.

e. Proposal Cost Tabulation

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months, not to include extensions, plus the one-time non-recurring costs including installation plus the special construction cost. The proposal will be tabulated with the impact of available funding, including E-rate and State Match, for the total cost to the District.

– EVALUATION AND AWARD OF RFP

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible vendor(s) whose response(s) is/are determined, after evaluation by a committee of ASD5 administrators and educators, to be the best value for the District. To qualify for evaluation, a response must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP solicitation.

Evaluation Criteria

A committee selected by the ASD5 Purchasing Department will review and evaluate all responses and make a recommendation for contract award. ASD5 will equally evaluate proposals with a cost evaluation of a base five (5) years PLUS contract extension options. This recommendation will be based on the following factors.

Evaluation Criteria	Point System
Purchase price (Cost Proposal)	30
Reputation of the Vendor and of the Vendor's Goods or Services	15
Vendor's Past Relationship with the District	15
Vendor's Knowledge and Technical Experience	15
Extent to which the Goods or Services Meet the District's Need	15
Extent to which the Vendor agrees to and/or deviates from ASD5's Solicitation Information and Instructions, Standard Terms and Conditions and Special Terms and Conditions	10
TOTAL	100 points

Reputation of the Vendor and of the Vendor's Goods or Services

- The proposal will include three references from comparable service installations.

Vendor's Past Relationship with the District

- The proposal will list any past project or contracts that the service provider has had with ASD5.

Vendor's Knowledge and experience with the Solution

- The proposal will list any related past projects with similar solutions.

Formation of Contract

A response to this solicitation is an offer to contract with ASD5 based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted, evaluated, and awarded by ASD5, including ASD5 Board of Trustees approval, when required.

Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of ASD5. ASD5 is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in ASD5's sole discretion.

Awards

Awards will be made to the successful vendor(s) for the total line of products and services submitted.

Awards will be based on the criteria set forth within this document. ASD5 reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to ASD5.

ASD5 shall comply with the South Carolina Public Information Act in the event ASD5 receives an open records request for information relating to responses submitted in response to this RFP.

Purchase Orders

Purchase orders will be issued on an as-needed basis. The district will not be responsible for any products and/or services rendered without a ASD5 purchase order signed electronically by authorized District personnel and/or proper authorization by the district's purchasing Department. Requests for items will originate at each campus or department and the subsequent purchase order will be processed only by the ASD5 Purchasing Department.

Please note that **items and/or services are not to be delivered/provided to ASD5 without an approved purchase order**. If your company provides an item and/or service without a properly drawn ASD5 purchase order, you are not guaranteed payment and the item/or service you provided **could be constituted as a donation**.

Invoices

Invoices shall show the ASD5 purchase order number, copy of signed delivery ticket, and bid name, and shall be emailed directly to ASD5 directly.

- SPI is the preference for E-Rate eligible service invoices.

Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the ASD5 Department issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing ASD5 Department for the delayed delivery. If defective or incorrect goods are delivered, ASD5 may make the determination, in its sole discretion, to return the goods to the vendor at no cost to ASD5. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

7.1 Internet Port Service

Additional information and pricing shall be documented, titled with the "Additional Service Cost" line item on this Cost Summary Form that it is detailing, and the total additional cost entered into that line item's price.

Include non-recurring and Monthly recurring cost.

1. 4 Gb Internet Bandwidth on a 10 GbE Port –
2. 6 Gb Internet Bandwidth on a 10 GbE Port
3. 10 GbE Internet Bandwidth on a 10 GbE Port

LOCATION Z:

DATA CENTER LOCATION FOR INTERNET PORT SERVICE AT:

If the Service Provider has multiple Data Center Locations on the network, provide a form for each location if the pricing is different. If the pricing is the same, list all available locations on this form.

COST PROPOSAL FORMS

It is the Proposer's responsibility to specify all costs, including but not limited to: materials, labor, project management, shipping travel, etc. Proposer is responsible for any calculations, formula, cross-references, extended prices, verifications, etc. Cost must be firm-fixed price and must be in United States Dollars (US\$).

Service Provider Identification Number (SPIN): _____

Annualized Cost: Enter the cost per year and the total for the five (5) year contract term.

7.2 Transport

Additional information and pricing shall be documented, titled with the "Additional Service Cost" line item on this Cost Summary Form that it is detailing, and the total additional cost entered into that line item's price.

LOCATION A:

Hub Sites:

4. NOC - Administrative Annex 400 Pearman Dairy Road, Anderson, SC 29625
5. GMS - Glenview Middle School, 2575 Old Williamston Road, Anderson, SC 29621

LOCATION Z:

DATA CENTER LOCATION FOR INTERNET PORT SERVICE AT:

If the Service Provider has multiple Data Center Locations on the network, provide a form for each location if the pricing is different. If the pricing is the same, list all available locations on this form.

COST PROPOSAL FORMS

It is the Proposer's responsibility to specify all costs, including but not limited to: materials, labor, project management, shipping travel, etc. Proposer is responsible for any calculations, formula, cross-references, extended prices, verifications, etc. Cost must be firm-fixed price and must be in United States Dollars (US\$).

Service Provider Identification Number (SPIN): _____

Annualized Cost: Enter the cost per year and the total for the five (5) year contract term.

LIT FIBER PROPOSAL COST SUMMARY for CAMPUSES to DATA CENTER
One page per site, Copy as needed

Non-Recurring Charges	COST - NRC	Description of Cost
E-Rate Eligible Non-Recurring Charges	\$	
E-Rate INELIGIBLE Non-Recurring Charges	\$	
TOTAL Non-Recurring Charges	\$	

Special Construction	COST - One Time	Description of Cost
TOTAL Special Construction Charges	\$	

Monthly Recurring Charges	COST - Monthly	Description of Cost
E-Rate Eligible Monthly Recurring Charges:	\$	
E-Rate INELIGIBLE Monthly Recurring	\$	
TOTAL Monthly Recurring Charges (60 months)	\$	

Other Charges	COST	Description of Cost
Other Charges:	\$	
SUBTOTAL Year 1	\$	
SUBTOTAL Year 2-5	\$	
TOTAL CHARGES for 5 Years	\$	

Additional Value Added Service Options

List all managed network, internet, and cybersecurity services available with this service.

7.3 Tax Exemption

ASD5 is exempt by law from the payment of South Carolina and Local Sales Tax and Federal Excise Tax. Responses should not include any such taxes.

7.4 Percentage Discount

If applicable, respondents should provide a discount off shelf, catalog, price list and/or website. The actual cost to ASD5 will be the price less the percent discount quoted by the vendor in this proposal. Completing the Discount Section – If offering current shelf, catalog, list, or website pricing only, with no additional discounts, so indicate on the Discount Section of the proposal form in the 'PERCENTAGE DISCOUNT' column with 0% as the discount to be taken from the purchase total. The discounts requested will be a percentage off (-) current shelf, catalog, website and/or published price list(s).

7.5 Firm Pricing

Firm fixed pricing is requested for the first (1) term of the contract. Notice of any changes thereafter must be submitted in writing to the Director of Purchasing, at least thirty (30) days prior to the effective date of the increase. Invoices with price changes that did not receive prior approval from the Purchasing Department will not be honored. If during the term of the contract, the vendor's costs are lowered and such savings are passed along to other customers, it is understood and agreed that the benefits of such reduction shall be extended to ASD5.

7.6 Freight / Delivery / Inspection & Acceptance

All deliveries shall be **F.O.B. Destination and Inside Delivery**. Deliveries shall be made during ASD5 Regular Hours.

A purchase order(s) shall be generated by ASD5 to the Vendor. The purchase order number must appear on all itemized invoices and packing slips. ASD5 will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Contractor / Vendor Agreement

While on District properties, all contractors, sub-contractors, their employees and etc., must adhere to the following:

1. There are to be NO drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. There is to be NO fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on And5 property or adjacent thereto.
3. All necessary precautions must be taken to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on And5 property.
4. The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the District reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
5. Contractors must secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on And5 property. Contractor must ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on And5 property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to And5 personnel or And5's legal counsel immediately upon request.
6. Contractor must not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended. Contractor must not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and must abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by And5 regardless of the number of employees you employ.
7. No entity or individual may practice act as contractor by performing or offering to perform contracting work for which the total cost of construction is greater than five thousand dollars (\$5,000.00) for general contracting or greater than five thousand dollars (\$5,000.00) for mechanical contracting without a license issued in accordance with SECTION 40-11-30. S.C. Licensing Requirement. Contractor must be properly licensed at bid time. Include a copy of required license with your bid or be able to provide one immediately upon request.

Authorized Signature

Date

Company Name

IN THE EVENT THE SUCCESSFUL CONTRACTOR DEFAULTS ON ANY PART OR ALL OF HIS BID, ANDERSON SCHOOL DISTRICT FIVE RESERVES THE RIGHT TO PURCHASE ANY OR ALL OF THE SERVICES IN DEFAULT ON THE OPEN MARKET AND CHARGE THE DEFAULTING CONTRACTOR FOR THE DIFFERENCE OF THE COST. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS FROM DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGES ARE SATISFIED.

SUBMIT THIS PAGE w/ PROPOSAL

REFERENCES

A minimum of three (3) current references is required. Bidders who fail to meet this requirement may be disqualified. References should be K-12 school district clients as it further demonstrates experience, understanding and the ability to meet the needs of an educational environment. South Carolina K-12 Public School Districts are preferred.

Reference checks that are deemed substandard as determined by District Officials may result in automatic disqualification of submittal. The District reserves the right to make this determination without challenge.

Any additional discoveries and/or information offered by clients, to include those not listed, can be factored into scoring.

Reference One

Business Name: _____

Address: _____

Contact Person: _____

E-Mail Address: _____

Notes: Project details, Budget, Start/Completion Dates

****Was project completed on time and w/in budget?** _____

Reference Two

Business Name: _____

Address: _____

Contact Person: _____

E-Mail Address: _____

Note: Project details, Budget, Start/Completion Dates

****Was project completed on time and w/in budget?** _____

Reference Three

Business Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-Mail Address: _____

Note: Project details, Budget, Start/Completion Dates

****Was project completed on time and w/in budget?** _____

**** Feel free to include attachments however this page must be completed and submitted w/Proposal.**

SUBMIT THIS PAGE w/ PROPOSAL

SECTION A ~ GENERAL CONDITIONS

1. **INSTRUCTIONS:**

- a. Responses shall be publicly opened at the stated date and time as indicated in the Request for Bid and shall be conducted in the **ADMINISTRATION OFFICE, CONFERENCE ROOM, ANDERSON SCHOOL DISTRICT FIVE, 400 PEARMAN DAIRY ROAD, ANDERSON, SC 29625.**
- b. If sealed response is required, it shall be enclosed and secured in an envelope. The name of the Proposer shall be displayed on the envelope. Proposals shall be mailed to the **ANDERSON SCHOOL DISTRICT FIVE, PO BOX 439, ANDERSON, SC 29622** or hand delivered to **ANDERSON SCHOOL DISTRICT FIVE, ADMINISTRATION OFFICE, 400 PEARMAN DAIRY ROAD, ANDERSON, SC 29625.** **Proposals MUST BE at the physical location by the published deadline.**
- c. Responses shall be submitted no later than the stated date and time as indicated in the Request for Bid to the place and in the manner as described in paragraph 1b above and on the date indicated by the Request for Bids. Responses received after this time are considered late. Late responses **shall not** be considered, unless the delay was caused by improper handling by the District employees.
- d. The District **shall not** accept responsibility for unidentified responses.
- e. In the event that a Response is unintentionally opened prior to the official time set for the opening, the employee opening the response shall immediately inform the Director of Purchasing or designee who shall in the presence of another employee, shall re-seal the envelope and note on envelope that it was opened in error.
- f. All prices and quotations shall be entered in ink or typewritten and shall remain firm for **not less than forty-five (45) days** from the date of the Response. Mistakes may be crossed out and corrections inserted adjacent thereto and shall be initialed in ink by the person signing the response. The Responder shall insert the net per stated unit and the extension against each item, which he/she proposed to deliver. The prices shall include in the grand total column all delivery charges, installation, and applicable taxes when necessary.

2. **TAXES:** It is not necessary to show South Carolina sales tax on the response; however if Responder prefers to show it, it must be shown as a separate entry on the total summation. In other words, there shall be a Response subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.

3. **PROPRIETARY INFORMATION:** Responders shall visibly mark as “**CONFIDENTIAL**” each part of their Response which they consider proprietary information. Price may not be considered confidential proprietary information.

4. **AMBIGUOUS PROPOSALS:** Responses which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

5. **CONVENANT AGAINST CONTINGENT FEES:** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Anderson School District Five shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. **RESPONDER'S QUALIFICATIONS:** Responses shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

7. **ACKNOWLEDGMENT OF AMENDMENTS TO REQUESTS FOR BIDS:**

- a. Responders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram.
- b. Anderson School District Five must receive the acknowledgment by the time, date and at the place specified for receipt of responses.

8. **EXPLANATION TO PROSPECTIVE RESPONDERS:**

- a. Any prospective Responder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective responders before submission of their responses.
- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Responder pertaining to this solicitation shall be furnished promptly to other prospective Responders as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective responders.

9. **AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the response form. Responders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Responder on each of the items shall consider, in addition to the Bid price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all responses and to waive any informalities and/or irregularities thereof. In the event that identical responses are received on like items, the Director of Purchasing shall award responses in accordance with the District’s Procurement Code.
10. **WITHDRAWAL OF RESPONSES:** Any Responder may withdraw his Response prior to the closing time scheduled for the receipt of bids. No Response shall be withdrawn for a period of forty-five (45) days after the scheduled closing time for the receipt of responses. The District reserves the right to award the contracts for a period of forty-five (45) days.
11. **SUBMISSION OF DATA:** Each Responder, upon request, shall submit evidence of liability insurance, Workmen’s Compensation (if required), and other data regarding experience relating to this Response and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.

The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Workers’ Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Anderson School District Five.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

12. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the District reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
13. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Response and signing the Response schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Response submitted complies with all applicable federal and state laws and regulations.
14. **PROPOSERS RESPONSIBILITY:** Each Responder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a Responder to acquaint himself/herself with existing conditions shall in no way relieve the Responder of any obligations with respect to this Solicitation or contract. Offerors shall notify the District of ALL COSTS.
15. **FAILURE TO SUBMIT PROPOSAL:** If a recipient does not submit a response or fails to respond by submitting a “no proposal” for three (3) consecutive proposals for the same commodity, they may be removed from the applicable vendor list.
16. **EXAMINATION OF RECORDS:**
- Anderson School District Five shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - The contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the superintendent of Anderson School District Five or her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor’s directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
17. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
18. **SAMPLES:** Responders may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Responders shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references of detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Proposer actually is offering and not the specifications. Requested samples must be provided at the vendor’s expense.

19. **PACKAGING AND DELIVERY:** All Shipments shall be FOB to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.
20. **“OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Proposers must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified. Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any Proposer desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District’s standards for acceptance.
21. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
22. **INSTALLATION:** Where equipment is called for to be installed under this Solicitation, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
23. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
24. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.
25. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms.
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
 - Other substantiating documentation of information as required by the contract.
26. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Responder shall include with his/her Response delivery dates for each item as requested, and shall furnish all items in accordance with the solicitation unless an extension was granted by the District in writing.
27. **SERVICE FACILITIES:** In considering the equipment Response upon, the District shall take into consideration past performances of existing installations, service and maintenance facilities provided by the Responder. The Responder shall have available a local service organization that is trained in the proper servicing of equipment.
28. **LIQUIDATED DAMAGES:** Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Director of Procurement, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day minimum and/or in accordance with the District Procurement Code.
29. **S. C. LAW CLAUSE:** Upon award of a contract under this Solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable status may exempt or exclude the successful Proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed Response, the Responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

30. **COMPETITION:** There are no Federal or State laws that prohibit Responders from submitting a response lower than a price or response given to the United States Government. Responders may propose lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.
31. **EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
32. **ASSIGNMENT:** No Contract may be assigned, sublet, or transferred without a written consent of the Director of Purchasing.
33. **SPECIFICATIONS:** Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful Proposer shall be held responsible thereof. Deviations must be explained in detail on separate sheets and be attached to the submitted Proposal.
34. **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:**
- The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
 - The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.
35. **DOCUMENTATION:** All documentation requested in this solicitation shall be completed and submitted along with Proposal.
36. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Director of Purchasing, providing a thirty (30) day advance notice in writing is given to the Contractor.
- Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) day advance notice, then the District shall negotiate reasonable termination costs, if applicable. This does not apply in the case of non-appropriation.
 - Termination for Cause:** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in the Proposal shall apply.
37. **DEFAULT:** In the event the successful contractor defaults on any part or all of his Response, Anderson School District Five reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.
38. **DRUG FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand dollars.
39. **RIGHT TO PROTEST:** Any vendor desiring to exercise rights under section XIV.A (SC 11-35-4210 - right to protest) of the Anderson County School District Five Procurement Code should direct all correspondence in writing to: Director of Purchasing, 400 Pearman Dairy Road, Anderson, S.C. 29625. Note: Does not apply to small purchases (less than \$50,000. in actual or potential value).
40. **POSTING OF AWARD:** Notice of Award or Intent to Award will be posted on the Purchasing Department webpage https://www.anderson5.net/apps/pages/index.jsp?uREC_ID=3716367&type=d&pREC_ID=2427549 . If the total value of the contract resulting from this solicitation is less than \$100,000.00, Proposers who desire to receive a copy of the Statement of Award must contact the Director of Purchasing at scottorr@anderson5.net and request a copy. All Proposers will receive an "Intent to Award" should the total value of any contract resulting from this solicitation is \$100,000.00 or greater.
41. **NON-APPROPRIATIONS:** Any contract entered into by Anderson School District Five resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

42. **CONFLICT OF INTEREST:** Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal.
43. **FEDERAL DEBARMENT STATUS:** Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Therefore, when expenditures or contracts are to be paid with federal funds, Federal Regulation 7CFR 3017 applies.
44. **DEBARMENT STATUS** will apply. For further information regarding 7 CFR 3017 Government wide Debarment and Suspension, refer to <http://www.access.gpo.gov/nara/cfr/index.htm1>.
45. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a Bid, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
46. **SUBSTANCE FREE ENVIRONMENT:** The uses of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.
47. **SEVERABILITY:** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.
48. **CERTIFICATION & COMPLIANCE:** The undersigned agrees to furnish the commodity and/or services stipulated in the attached invitation, at the prices and terms stated, subject to the general conditions outlined and the specific conditions identified. A signed purchase order furnished to the successful bidder results in a binding contract without further action by either party.
49. **FEDERAL FUNDING:** If the project includes federal funding, the proposer agrees to follow all required documentation, rules and regulations required by Federal Law. This includes but is not limited to the Davis Bacon Act and the "Buy American" requirement.
50. **PRICE ADJUSTMENTS:** All requested price increases must be submitted to the Purchasing Director at least sixty (60) calendar days before they are proposed to take effect. Price increases will only become effective if agreed to in writing by the District Procurement Department. Each request will be evaluated individually and determined by current economic conditions. If a proposed price increase is not approved, the district may negotiate a new price with the vendor or the contract may be voided.

Note: No qualified individual with a disability, by reason of such disability, will be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by Anderson School District Five. (***Title II ADA***)

SECTION B ~ INSTRUCTIONS TO OFFERORS

A. General Instructions

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor their email and/or our web site, www.Anderson5.net, Purchasing & Warehouse Services for the issuance of Amendments, (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice of Award or Intent to Award or the Intent to Award will be posted on the Purchasing Department Webpage https://www.anderson5.net/apps/pages/index.jsp?uREC_ID=3716367&type=d&pREC_ID=2427549. If the contract resulting from this Solicitation has a total or potential value in excess of one hundred thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the appropriate protest period has been given.

RESPONSE ACCEPTANCE PERIOD In order to withdraw your Offer, you must notify the Procurement Official in writing prior to the solicitation ending.

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

RESPONSE FORMS Response Forms are included for your use. Only these Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Response Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your response. The prices specified in your response must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Response Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have responded. No hidden or undisclosed prices will be acceptable.

RESPONSES AS OFFER TO CONTRACT By submitting the District a signed response, you are offering to enter into a contract with Anderson School District Five and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Procurement Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Anderson School District Five pursuant to the Anderson School District Five Procurement Code. Any purchase orders awarded as a result of this procurement are between the Vendor and the District. The Board is not a party to such purchase orders, unless and to the extent that the Board is a using District unit, and bears no liability for any party's losses arising out of or relating in any way to the purchase order.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (a)
- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
 - (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), 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 of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PROCUREMENT CODE: The Anderson School District Five Procurement Code is available at https://www.anderson5.net/apps/pages/index.jsp?uREC_ID=3716367&type=d&pREC_ID=2428456

COMPLETION OF FORMS / CORRECTION OF ERRORS All prices and notation 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 cost proposal).

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, ANDERSON SCHOOL DISTRICT FIVE, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the submission due date & time listed on page 1 shall be rejected unless the offer has been delivered to the designated purchasing office prior to the due date & time.

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

Amendment - means a document issued to supplement the original solicitation document.

Board - means the Anderson School District Five Board of Trustees.

Buyer - means the Procurement Official.

Change Order - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.

Contract Modification - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official 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 2 pages of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

District - means Anderson School District Five.

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 provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."

Page two - means the second page of the original solicitation, which is labeled Page Two.

Procurement Official - means the person, or designee, identified as such on the Cover Page.

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

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

You And Your - means Offeror.

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.

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

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

GOVERNING TERMS AND CONDITIONS Bids shall be submitted subject to the indicated Terms and Conditions, BIDDER'S TERMS AND CONDITIONS OF SALE WILL NOT BE CONSIDERED. Bidder shall be deemed to have accepted ANDERSON SCHOOL DISTRICT FIVE Terms and Conditions by the submittal of a bid.

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

INSTALLATION Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

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

NOTICES All contact should be directed to the Director of Purchasing & Warehouse Services. The Director of Purchasing & Warehouse Services will respond to questions when submitted and may issue an addendum if warranted. Addendum's will be posted on the Purchasing Department's webpage https://www.anderson5.net/apps/pages/index.jsp?uREC_ID=3716367&type=d&pREC_ID=2427549 and it is the offerors responsibility to check the webpage regularly for these additions.

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

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

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the school location. The purchase order should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PREFERENCES – A NOTICE TO VENDORS: The South Carolina General Assembly has rewritten the law governing preferences available to in-state vendors, vendors using in-state subcontractors and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the SC Code of Laws. Additional information concerning preferences is available at www.procurement.sc.gov/osp/preferences/faqs. ALL PREFERENCES MUST BE CLAIMED IN WRITING AND WILL BE APPLIED EITHER BY LINE ITEM OR THE ENTIRE SOLICITATION. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. Preferences do not apply if Federal Funding is involved.

PREFERENCES – SC/US END PRODUCT: Section 11-35-1524 provides a preference to vendors offering SC- end products or US-end products if those are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible product identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made", "manufactured" and "grown" are defined by Section 11-35-1524(A). By signing your offer, you are certifying that the end-product (s)

is/are either made, manufactured or grown in South Carolina or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. Preferences do not apply if Federal Funding is involved.

PREFERENCES – RESIDENT CONTRACTOR PREFERENCE: To qualify, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a service which has been operated as such by the responder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours /week each. In addition, at the time you submit your bid, you must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). Preferences do not apply if Federal Funding is involved.

PREFERENCES - RESIDENT VENDOR PREFERENCE: To qualify, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). Preferences do not apply if Federal Funding is involved.

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) 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 notify the District in writing within seven (7) business days. A protest shall be in writing, submitted to the Director of Purchasing at 400 Pearman Dairy Road, Anderson, SC 29625 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. This does not applying to small awards less than \$50,000.

PUBLIC OPENING Offers will be opened publicly after the submission due date & time listed on page 1, or an Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS All questions should be emailed to the Director of Purchasing & Warehouse Services to scottorr@Anderson5.net (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. 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 Addendum if that information is deemed necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, 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.

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

RESPONSIVENESS / IMPROPER OFFERS

(a) Respond 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. While multiple Offers may be submitted as one document, Offeror is

responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

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

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) **After issuance of the solicitation, questions should be addressed to the Director of Purchasing. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official.** (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

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 is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the cost proposal, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION 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 contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. 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.

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. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, 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. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or

“PROTECTED”. By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Offers submitted by electronic commerce (emails, etc.) shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation on page 1 of this solicitation.

TAXES Do not include any taxes in the bid price shown that the District may be required to pay. Upon submission of a bid, the Procurement Specialist will compute an 8% sales/use tax to the bids when applicable (service/labor excluded) to determine the low bidder. This procedure is required by SC Tax Commission Sales and Use Tax Regulation 117-174-.95.

TERM OF CONTRACT: It is Anderson School District Five’s intent to contract with the successful bidder by entering into a one (1) year Agreement with the option to renew for four (4) additional one year terms. Renewal shall be automatic. If either party intends to withdraw from the contract, they must notify the other party at least 120 days prior to automatic renewal. The district has the right to extend the contract beyond 5 years if approved by following current procurement code procedures.

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time the offer is due. If the solicitation authorizes emailed offers, those offers may be printed and placed with the bid file 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 due date and time, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B. Special Instructions:

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified on the Anderson School District Five purchase order.

DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the solicitation response. All responses, in the Procurement Official’s sole judgment, needing clarification must be accorded that opportunity.

OPENING PROPOSALS – PRICES NOT DIVULGED: In competitive sealed proposals, prices will not be divulged at opening.

SECTION C ~ TERMS AND CONDITIONS

Anderson School District Five reserves the right to make the final determination as to the bidder’s ability to provide the products or services requested herein.

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

ASSIGNMENT No purchase order or its provisions may be assigned, sublet, or transferred without the written consent of Anderson School District Five.

AWARD CRITERIA Award may not be based solely on price. Final award will be made to the Offeror who is found to be responsive and responsible and provides the best solution to meet the needs of the District.

BANKRUPTCY (a) Notice: In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of this initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect

until final payment under this Contract. (b) Termination: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including filing of proceedings in bankruptcy.

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

COMPLIANCE WITH STATUTES During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION Questions or problems arising after award of this contract shall be directed to the Procurement Official at PO Box 439 (29622), 400 Pearman Dairy Road (29625), Anderson, SC.

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

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement. If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. 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.

DISCUSSION WITH BIDDERS Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

EQUAL OPPORTUNITY Contractor is referred to and shall comply with all applicable provisions, in any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.74, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5 (a), which are hereby incorporated by reference.

FORCE MAJEURE The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Anderson School District Five, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom

either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnities if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contractor and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Anderson School District Five will be named as an additional insured on all policies.

ITEM SUBSTITUTION (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

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

MBE PARTICIPATION Anderson School District Five encourages MBE businesses to participate in the Solicitation process. All business conducted with MBE businesses are recorded in a semi-annual report submitted to the Anderson School District Five Board of Trustees.

NON INTERFERENCE In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Anderson School District Five Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment. Invoices should be sent to Anderson School District Five at PO Box 439, Anderson, SC 29622.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PUBLICITY RELEASES Contractor agrees not to refer the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

PURCHASE ORDERS Contractor shall not perform any work prior to the receipt of a purchase order from the issuing 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 provisions qualifies as a purchase order.

PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation, at PO Box 439 (29622), 400 Pearman Dairy Rd. (29625), Anderson SC.

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

RECORDS RETENTION AND RIGHT TO AUDIT Anderson School District Five has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

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

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

REJECTION The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this purchase order for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this purchase order.

RISK OF LOSS The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

SOUTH CAROLINA GOVERNING LAW CLAUSE The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Anderson County, State of South Carolina. Vendor 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.

SUBCONTRACTORS Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

TAXES Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by ANDERSON SCHOOL DISTRICT FIVE, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by ANDERSON SCHOOL DISTRICT FIVE. It shall be solely ANDERSON SCHOOL DISTRICT FIVE'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 ANDERSON SCHOOL DISTRICT FIVE to Contractor, Contractor shall be liable to ANDERSON SCHOOL DISTRICT FIVE 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.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to SC Department of Revenue, Research and Review, Phone (803) 898-5786, Fax (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). **TAX** Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to Governor's Office of Small and Minority Business Assistance, Phone (803) 734-0657, Fax (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with District Minority Firms.

TERM OF CONTRACT – EFFECTIVE DATE The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award.

TERMINATION Subject to the conditions below, the District providing a 30-day advance notice in writing is given to the vendor may terminate the purchase order for any reason.

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

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

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

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

CORRECTION OF ERRORS ON THIS BID FORM 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. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

DISCUSSION WITH OFFERORS Discussion may be conducted with apparent responsive Offerors for the purpose clarification to assure full understanding of the requirements of the invitation for bids.

NOTE:

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 services meet the requirements of this solicitation.

**SUBMIT AN ORIGINAL (see page 1 for how many copies) ALONG WITH 1
REDACTED COPY *marked as such* (if desired)**

In the absence of a Redacted Copy, the Original Proposal will be used to satisfy any FOIA requests

ADDITIONAL INFORMATION / SPECIAL INSTRUCTIONS / REQUIREMENTS

The award will be made to one (1) contractor unless the district deems it beneficial to award to multiple vendors.

Proposals must be submitted to the Procurement Office no later than the date and time specified as the SUBMISSION DEADLINE TO RECEIVE PROPOSALS LISTED ON PAGE 1. Any proposals/materials received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.

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

ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY FUNDED PROJECTS (if applicable)

A. Contract Amendment.

Any changes to this Contract, which are mutually agreed upon between Contractor and/or Subcontractor and the District, shall be incorporated in written amendment to this Contract and will not become effective until the amendment is signed by each party.

B. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities conducted under this Contract on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

C. Indemnification.

Anderson School District Five, its officers, agents, and employees, shall be held harmless from liability from any claims, damages, and actions of any nature arising from this Contract, provided that such liability is not attributable to negligence on the part of the District. The Contractor and/or Subcontractor also shall defend, indemnify, and hold harmless the District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury or death of any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor and/or Subcontractor, its agents or employees, in the performance of the contract, and further shall agree to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason of negligent instructions or directions given or purportedly given by any of the District employees with respect to the performance of the contract.

D. Governing Law.

The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

E. Insurance.

Contractor and/or Subcontractor acknowledges that it is solely responsible for, and shall promptly pay, all employer taxes, withholding requirement, etc., on its employees. Contractor and/or Subcontractor acknowledges that Anderson School District Five is not responsible or liable for insurance premiums or policies for the Contractor.

F. Licenses.

The parties agree that during the term of this Agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

G. Assignment.

No contract or its provisions shall be assigned, sublet, or transferred without the written consent of Anderson School District Five.

H. Expenses.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.

I. Final Payment

Anderson School District Five will not process the final payment until all goods and/or services are received/rendered to the district.

J. Termination.

a. Subject to the provisions contained below, this Contract may be terminated by either party with thirty (30) days notice, unless otherwise written. Contractor shall be compensated for any work completed at the time of termination.

b. 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.

- c. 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.
- d. 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:
 - i. any completed supplies; and
 - ii. 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.
- e. Compensation.
 - i. 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.
 - ii. 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;
 - iii. 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:
 - a. contract prices for supplies or services accepted under the contract;
 - b. costs incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
 - c. 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 number 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.
 - iv. 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.
- f. 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.

K. Evaluation of Contract.

Appropriate staff of the District and Contractor and/or Subcontractor can meet on an as needed basis to evaluate this Contract based on the responsibilities for each party.

L. Dispute Resolution.

All disputes between the District and the Contractor and/or Subcontractor shall be resolved in accordance with the District's Procurement Code, as may be amended or updated. Contractor and/or Subcontractor consents to be governed by the District's Procurement Code's provisions for contract controversy resolution and agrees that the District's Procurement Code applies to and governs the Agreement. Contractor and/or Subcontractor waives any objection, including but not limited to Federal and State Constitutional objections, it may have now or hereafter to the administrative process required by the District's Procurement Code. Any act by the District regarding any transaction or agreement arising out of, relating to, or contemplated by this Contract is not a waiver of District's governmental immunities.

M. Severability.

Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement remain in full force and effect.

N. Confidentiality

As outlined in the Family Educational Rights and Privacy Act (FERPA), student data is confidential and shall not be shared in any form with anyone other than the student, the student's parent(s) or legal guardian(s), except as directed by site administrator or appropriate district staff.

Anderson School District Five expects Contractor to respect the confidentiality of information obtained during their professional work. Information is revealed only with the informed consent of the client, except in those situations in which failure to release information would result in clear danger to the client or others. In addition to the ethical standards of confidentiality, laws exist to protect the privacy of individuals. Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the students' records in all schools that receive federal funding. Consent is needed to allow release of records to others, except in special circumstances (e.g., health, safety, legal request etc.).

O. Notices

All notices, consents, approvals and the like required to be given hereunder shall be given in writing to the Director of Purchasing, Anderson School District Five at 400 Pearman Dairy Road, Anderson, SC 29625 or to such other address as Anderson School District Five shall designate.

P. Applicable Laws and Regulations

Contract price is deemed "Fair and Reasonable" and in compliance with Local, State, and Federal Laws and Regulations.

Q. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (If Applicable to the Contract)

- a. Equal Employment Opportunity. Equal Opportunity Clause: During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- iii. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. Davis-Bacon Act

i. Compliance with the Davis-Bacon Act.

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

c. Contract Work Hours and Safety Standards Act

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause in this section.
3. Withholding for unpaid wages and liquidated damages. The Federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses in this section.

d. Clean Air Act

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

e. Federal Water Pollution Control Act

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

f. Debarment and Suspension

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

g. Byrd Anti-Lobbying Amendment

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

MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS

a) Statement of Policy:

It is a practice of the ANDERSON School District Five 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 vendor or contractor and the District which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the District. Further, it is the practice of the District 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 ANDERSON School District Five will comply with this policy.

b) Subcontractor Participation

ANDERSON School District Five, 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.

c) 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 ANDERSON School District Five. 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 MBE's or WBE's 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 ANDERSON School District Five's Minority Business Enterprise Plan.

In column 6 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- FBE – Female Business Enterprise
- MAJ – Majority Business Enterprise

Project Title	W/M Business Enterprise Name	Address	Contact Person(s)	Telephone #	Designation Code

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 Anderson County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically the ANDERSON 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/Women 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/Women Business utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Women Business Enterprise Program in the performance of this contract.

Name: _____

Signature: _____

Title: _____

Date: _____

Project: _____

Permits and Responsibilities:

Contractors shall, without additional expense to the District, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, state or local laws, codes and regulations in connection with the execution of the work. The contractors shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence.

Insurance:

The contractor shall provide and maintain during the entire period of performance under this contract, the following insurance coverage:

<u>TYPE</u>	<u>AMOUNT</u>
Worker's Compensation	\$1,000,000.00
Comprehension General	\$1,000,000.00 per occurrence for bodily injury
Comprehensive Vehicle	\$1,000,000.00 per person
Liability	\$1,000,000.00 per accident for bodily injury
	\$1,000,000.00 for property damage
Property Damage	\$100,000.00 each occurrence
	\$200,000.00 aggregate
Cargo Insurance	\$150,000.00 transit replacement value per truckload

Prior to the commencement of work, contractors may be asked to furnish to the District, a Certificate of Insurance Coverage showing the District as a loss payee. No insurance will be acceptable unless written by a company licensed by the State Insurance Department to do business in South Carolina where the work is to be performed at the time the policy is issued and the company must be acceptable to the District

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of our result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of the, or by any one for whose acts any of them may be liable:

Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment.

Documentation. (a) Prior to commencement of the work, contractor may be asked to provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for a 30 day notice prior to cancellation, name the District as the certificate holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor may be asked to provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names the District (ii) provides no material alterations, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the District has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Certificate of Insurance must be received directly from the insurance agent or the insurance company.

Contractor shall provide a minimum of thirty (30) days written notice of any proposed reduction of coverage or limits (on account of Revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

The District's failure to demand a certificate of insurance is not a waiver of the contractor's obligations to obtain the required insurance.

NOTE: Proof of the above coverage (the ACORD 25) must be provided with submittal if requested.

SC Illegal Immigration Reform Act Compliance Agreement

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing your Offer, you the contractor, certify that said company will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008 Title 8 Chapter 14 of the S.C. Code Annotated). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

Federal Grants Sam Statement

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