ROCK HILL Schools-	Rock Hill Schools Invitation for Bid (IFB)	Procurement Officer Phone	July 10, 2023	
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Life Safety System Test and Inspect

BID DUE DATE (Opening Date/Time): August 8, 2023 at 10:00 a.m. LAST DAY FOR QUESTIONS: July 28, 2023 at 12:00 p.m.

NUMBER OF BID COPIES TO BE SUBMITTED: one (1) original bid uploaded to Vendor Registry, hand delivered or mailed.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

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

CONFERENCE TYPE: NONE		LOCATION: N/A		
ADDENDUM(S)	Any addendum(s) will be posted at the following web address: http://www.rock-hill.k12.sc.us			
the following:	t a signed copy of this form wit y the requirements, stipulations	th your offer. By submitting a bid or proposal, you agree to s. and terms of the solicitation.		
	• • • •	State Laws and Regulations relative to non-discrimination in		
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(Person signing must be authorized to submit to enter contract on behalf of Offeror named	(See "Signing your Offer" provision)	
TITLE		
(Business title of person signing above)		
PRINTED NAME (Printed name of person	DATE SIGNED	
signing above)		
		and the contract will be formed with, the entity identified e entity named as the offeror must be a single and distinct

as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

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

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Ext.	Facsimile
	E-mail A	ddress		
 Payment Address same as Home Office Address Payment Address same as Notice Address (check only one) 	 Order Address same as Home Office Address Order Address same as Notice Address (check only one) 			

ACKNOWLEDGMENT OF ADDENDUM(S)

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date
Minority Participation:							
Are you a SC Certified Minority Vendor - Yes D No D If yes, SC Certification #							
Are you a Non SC Certified Minority Vendor - Yes 🗆 No 🗆							

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SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS (WHERE APPLICABLE)

GENERAL BID INSTRUCTIONS

1. INSTRUCTIONS TO BIDDERS:

A. Bids shall be publicly opened at the date and time indicated on PAGE 1. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed bids shall be uploaded to Vendor Registry, hand delivered or mailed to the Procurement Services Attention: IFB 23-2402 located at 386 East Black Street, Rock Hill, SC 29730. To maintain social distancing, the District encourages bidders who wish to attend the bid opening to do so by conference call.

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

- B. Bids shall be submitted **NO LATER THAN** the date and listed on **PAGE 1** in the place and manner as described in paragraph 1A above. Bids received after the date and time listed on **PAGE 1** shall be late bids. Late bids shall not be considered for award and will be returned to the bidder unopened.
- C. The District shall not accept responsibility for unidentified bids.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Procurement Services Director.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral, emailed, or FAXED bids.
- G. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation" The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"
- 2. <u>TAXES</u>: South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
- **3.** <u>AMBIGUOUS BIDS</u>: Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
- 4. <u>BIDDERS QUALIFICATIONS</u>: 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 (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

5. <u>ACKNOWLEDGEMENT OF ADDENDUM(S)</u>:

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).
- 6. <u>AFFIRMATIVE ACTION</u>: The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

7. COMMUNICATION WITH PROSPECTIVE BIDDERS:

A. All communication concerning this IFB must be in writing to the Procurement Services Director. Email is the preferred method of communication.

B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.

C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Procurement Services Director. Violation of this provision may result in rejection of the vendor's response.

D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

- 8. <u>WITHDRAWAL OF BIDS</u>: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.
- **9.** <u>ASSIGNMENT</u>: No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.
- **10.** <u>SUBMISSION OF DATA</u>: Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.
- 11. <u>FAILURE TO SUBMIT A BID</u>: Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.
- 12. <u>EXCEPTIONS</u>: Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded

13. <u>**RIGHT TO PROTEST (Section 4210)**</u>: Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

- 14. <u>SPECIFICATIONS</u>: Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.
- 15. <u>SERVICE DATA MANUALS</u>: The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

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

- 16. <u>BIDDER'S RESPONSIBILITY</u>: Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.
- 17. <u>POSTING OF AWARD</u>: Notice of Award or Intent to Award will be posted to the Procurement Services website and Vendor Registry.
- 18. <u>PROPRIETARY INFORMATION</u>: Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "CONFIDENTIAL."
- 19. <u>AWARDING POLICY</u>: The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in Section B.

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

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

- 20. <u>MINORITY PARTICIPATION</u>: It is the policy of the District to pursue the goal of at least 10% Small and Minority Business Enterprise (SMBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements.
 - a) Outreach A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
 - b) Good Faith Effort A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
 - c) Identification and Recruitment A commitment to coordinate efforts with the Division of Small and Minority Business Contracting and Certification (SMBCC) in the development of potential minority contractor interest.
 - d) Monitoring and Reporting A commitment to measure and report actual SMBE participation.

TERMS AND CONDITIONS

- 1. <u>ACCIDENTS</u>: The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury
- 2. <u>TERMINATION</u>: Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.
 - **Termination for convenience**. In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
 - **Termination for Cause**. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not

apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.

3. EXAMINATION OF RECORDS:

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

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

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

- 4. <u>COMPETITION</u>: There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.
- 5. <u>SOUTH CAROLINA LAW CLAUSE</u>: Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

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

- 6. <u>STATEMENT OF COMPLIANCE AND ASSURANCES</u>: By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.
- 7. <u>MATERIALS REQUIRED</u>: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

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

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

- **9.** <u>PATENTS:</u> The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
- **10.** <u>INSTALLATION</u>: Where equipment is called for to be installed under this Proposal, 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 the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
- **11.** <u>**GUARANTEE:**</u> 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.
- **12.** <u>PROPER INVOICE</u>: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
 - Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Labor Costs separate from material costs

- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
- All invoices shall be submitted via email to <u>APINVOICES@rhmail.org</u> with the Company name and purchase order# referenced in the subject line
- **13.** <u>TIME OF COMPLETION</u>: Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- **14.** <u>DEFAULT</u>: In the event the successful contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE 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.
- **15.** <u>DRUG-FREE WORKPLACE:</u> This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
- **16.** <u>NON-APPROPRIATIONS</u>: Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
- 17. <u>PACKAGING AND DELIVERY</u>: All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.
- **18.** <u>UNIT PRICES</u>: A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.
- 19. <u>PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST</u>: Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Procurement Services Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.

- **20.** <u>ITEM SUBSTITUTION</u>: No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- 21. SUSPENSION AND DEBARMENT: By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- **22.** <u>INDEMNITY</u>: Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

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

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

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

 A. WORKERS' COMPENSATION Statutory limits covering all employees, including Employer's Liability with limits of: \$500,000 Each Accident \$500,000 Disease - Each Employee \$500,000 Disease - Policy Limit B. COMMERCIAL GENERAL LIABILITY Covering all operations involved in this Agreement.

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$5,000	Medical Payments

- C. COMMERCIAL AUTOMOBILE LIABILITY \$1,000,000 Combined Single Limit - Any Auto
- 24. <u>WORKMANSHIP</u>: All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.
- **25.** <u>LIABILITY</u>- The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

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

<u>Laws</u>

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

26. SAFETY, DAMAGE OR THEFT:

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

- **27.** <u>SECURITY</u>: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.
- **28.** <u>UNAUTHORIZED PERSONNEL:</u> Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).
- **29.** <u>FORCE MAJEURE</u>: Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of

government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

30. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:

By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
- b. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- c. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- **31.** <u>CONTRACT DOCUMENT</u>: This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded.
- **32.** <u>STUDENT AND STAFF SAFETY</u>: The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquires/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

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

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

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

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be

subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

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

SECTION B: INTRODUCTION

INTRODUCTION:

Rock Hill School District Three is soliciting bids for a contractor to perform Fire and Life Safety System Inspections. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2 and 20-44** of this IFB shall be submitted with your bid response.

At **10:00am on August 8, 2023** the Procurement Officer or a designee will open all bids received. Questions pertaining to the terms and specifications shall be directed to Wfaris@rhmail.org . **The bid number must be referenced in the subject line.** The last day for questions is **July 28, 2023** at 12:00 pm.

PURPOSE:

Rock Hill School District, hereafter referred to as "District", intends to request bids for a contractor to perform Fire and Life Safety System Inspections. The IFB is for test, inspection, and cleaning (if applicable) and repairs (if applicable). For further clarification, scope of work includes:

Fire Alarm Systems		Inspect	Test	Clean	Repair/	Estimate of Devices
i ne Alarin Systems					Service	Provided
Panels and Components	Base	Х	Х	Х	Х	Yes
Fire Door Standalone	Base	Х	Х	X	X	No, part of Components
Roll Up Standalone	Base	Х	Х	Х	Х	No, part of Components
Roll Up Doors – Drop						
Test (Relays, Connectivity	Base	х	x	х	х	Yes, see Alternate #2
& Functionality with	Dase	^	^	^	^	Bid Form for devices
System)						
Sprinkler Systems	Alt #1	Х	Х	Х	Х	No
Risers	Alt #1	Х			Х	Yes
Roll Up Doors –	Alt #2				V	Yes
Mechanical Test	AIL #Z				Х	res
Hood Systems	Alt #3	Х	Х		Х	Yes
Hood Systems Cleaning	Alt #4			Х		Yes
Extinguishers	Alt #5	X(a)	X(a)		X(b)	Yes

AWARD CRITERIA:

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 Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. At the District's discretion, reserves the right to seek others contractors for repairs if it deems it more advantageous.

It is the intent of the District to award a one-year contract beginning August 18, 2023. The contract may be renewed, under the same terms and conditions, for four (4) additional one-year periods. However, each subsequent renewal will be based on the appropriation and availability of funds for the specified period under review. Any cancellation of additional renewal periods due to the lack of funding shall not create any expense to the District nor shall the District be held liable for the remaining award period. The total term of this contract shall not exceed beyond August 17, 2028.

The School District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

Contractors may bid on all or specific portions of the bid. The bidding documents include:

Base Bid – Life Safety Systems Test & Inspect, Clean if applicable. Alternate #1- Sprinkler Systems/ Risers Alternate #2- Roll Doors Alternate #3- Hood Systems Test and Inspect Alternate #4- Hood System Cleaning Alternate #5- Extinguishers

Bid Summary Page- List of all total bids

Technical questions shall be directed in writing to my office and will be addressed in writing and issued to all prospective bidders.

SECTION C: SCOPE OF WORK

The scope of work and intent of this bid is to ensure the complete Life Safety System functions properly and in compliance as a whole system. We define the Life Safety System to include – Fire Alarms Systems (to include but not limited to panels and components), Kitchen hood systems, Roll up fire door, Roll up Stand alone fire door, Stand alone fire door, Sprinklers/Risers (sprinkler heads, sprinkler valves), smoke detectors, pull stations, heat detectors, duct detectors, panels, and fire extinguishers.

The service data manual mentioned in the previous section needs to be updated or put a new manual within 90 days from the start of the contract administration. All inspections and repairs completed need to be hard copied to manual(s).

In addition to hard copies, Inspection reports need to be uploaded to the district's maintenance request system (currently called FMX) and preventative maintenance record for that service will need to be finalized/resolved. FMX Training will be provided to the contractor as needed.

The requirements of the vendor include:

- 1. Awarded bidder shall obtain all required City and/or State licenses, and/or permits and provide copies to Rock Hill School District 3 prior to the inception of the contract.
- 2. All prospective bidders must have a minimum of 5 years experience providing inspections and maintenance to life safety systems as set forth by the National Fire Protection Agency. Additionally, bidders will need to include a copy of all of the necessary licenses as outlined by the State of South Carolina and National Fire Protection Association.

- 3. All prospective bidders must provide Certificate of Liability Insurance coverage with bid submission, meeting at a minimum the levels listed in the General Bid Conditions.
- 4. Provide properly trained/qualified NFPA 72, 25, 10, and 80 workforce with all necessary tools and materials to complete work scope as defined in solicitation. This includes providing their own lift for hard-to-reach areas.
- 5. Awarded bidder shall perform all required work in such a manner as to minimize the disruption of the daily operation of the affected schools.
- 6. Awarded bidder must obtain an authorized signature on work order on site to acknowledge work performed and the satisfactory completion of work. This shall include all Test and Inspection programs as well as any repairs to equipment.
- 7. Prospective bidders must submit a lump sum listed per site Annual Test, Inspect, and/or Cleaning (if applicable) Program fee for each individual location as identified in the bid forms.
- 8. Itemized invoices shall be mailed within 30 days following any test and inspect site visit to the Facilities Services. Invoices shall clearly denote the service provided and the applicable school location. Copies of all signed work orders must be included as attachment documentation to the invoice. Any services charged without a signed work order as supporting documentation will not be reimbursed.
- 9. Submission shall include, at a minimum, three (3) business references to include company name, contact person, address, and phone number.
- 10. The District reserves the right to make any additions, changes, or deletions to the original contract as per the current requirements within the District at any point in time. The changes must be documented and approved by the Purchasing Director. Any changes to original contract terms will not be grounds under which the District must enter the solicitation process again.
- 11. Awarded bidder shall comply with the latest publication of the National Fire Protection Association regulations in all instances and particularly, Fire Code Act 256 and NFPA 72, 25, 10, and 80. No reference, either verbal or written, shall override these codes and direct the bidder to perform any tasks that do not fully comply with the said Code.
- 12. Bidder shall submit a completed, signed submission form. Submission shall include all itemized costs as requested. All costs submitted shall be all inclusive, with no costs, stated or implied, above those stated in submission.
- 13. It shall be the District's discretion to increase or decrease frequency of requested inspections and/or services as required and in accordance with Fire Code Act 256 and NFPA 72, 25, 10, and 80 and shall be extended as per the pricing of the original contract terms.

Task Specifications

Contractor must provide an annual test, inspect, clean (if applicable) program of the fire and life safety systems at all sites referenced in bid forms.

A test, inspect, and cleaning report shall be provided to the district including a schematic identifying the location, year, type, make, model, testing method, and test outcome of all fire and life safety systems devices including but not limited to: smoke detectors, pull stations, heat detectors, duct detectors, panels, fire extinguishers, sprinkler heads, sprinkler valves, hood systems, and fire doors. An informational sheet shall be given detailing all testing, cleaning, and inspections that are recommended by the manufacturer for all devices. All smoke heads are to be cleaned during testing per NFPA 72. The test and inspect program may constitute several site visits by the contractor if devices are not found to be in proper working order on the initial visit.

The District expects a lump sum fee which would cover the test and inspect of the systems until the systems are fully operational. These must occur following the normal school day so as to minimize disruption to the daily operation. This test shall be all inclusive of all panels and devices currently on site. The contractor must ensure proper performance of all devices and certify this in writing to the District.

It is the responsibility of the awarded vendor to make arrangements for any lift equipment needed to reach all devices. The following is a list of locations that a lift may be needed (but not limited to): ATC- workshops, Belleview-café-gym, Castle Heights-Auditorium-café-gym-atrium, Dutchman Creek-auditorium-café-atrium, Ebinport-café-gym, Flexible Learning-gym, Independence-gym-café, India Hook-café-gym, Lesslie-café-gym, Mt. Gallant-café-gym, Northside-café-gym, NWHS-auditorium-2 gyms, Oakdale-gym-café, Old Pointe- café-gym-atrium, Rawlinson Road MS-gym, Rock Hill High- gym-café-some halls, Rosewood- gym, Saluda Trail-gym-atrium halls, Sullivan-auditorium-gym, Sunset Park- gym- café, Sylvia Circle-gym-café, York Road- gym. The initial test and inspect of the required systems is of the utmost urgency to the District. It will be expected that the awarded bidder make every effort to schedule the initial site inspection through Facilities Services as soon as possible following contract award and not to exceed two (2) weeks. The initial inspection should include a CAD drawing showing the location of all devices.

Any devices which did not respond or operate appropriately during the test and inspect program must be reported immediately through a work order placed into Rock Hill School District's work order system.

See Bid Forms

SECTION D: ELABORATION AND CLARIFICATION

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the IFB. If, after examination of the various terms and conditions and requirements of this IFB, the Bidder believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Bidder must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Bidder by 12:00PM on **July 28, 2023** which is the last day for questions.

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

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

SECTION E: REFERENCES

References are to be comparable to services described in the IFB Reference 1

Name	Address	City/ State Zip	Contract Dates	
Contact	Title	Phone No.	Email Address	
Description of work perfo	ormed	Contract Amount \$		

Reference 2

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work perfo	ormed	Contract Amount \$	

Reference 3

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work perfe	ormed	Contract Amount \$	

SECTION F. BID FORM Base Bid	-
INSPECT, TEST, AND CLEANING (I APPLICABLE) BID FORM	
APPLICABLE) BID FORIVI	

Location	Fire Alarm & Supression System *Preliminary counts have been provided. It is up to the winning contractor to verify final counts.	Count	Panel System	Cost per Location
ATC	Annunciator	1		
ATC	Battery	30		
ATC	Duct Detector	6		
ATC	Fire Door (standalone, fusible link, and	0		
	networked)	_		
ATC	Heat Detector	0		
ATC	Main Fire Panel		Gamewell E3	
ATC	Power Supply	11		
ATC	Pull Station	2		
ATC	Smoke Detector	117		
ATC	Sound and Visual Testing (Horn & Strobes)	All (need count)		
Belleview	Annunciator	1		
Belleview	Battery	4		
Belleview	Duct Detector	4		
Belleview	Fire Door (standalone, fusible link, and networked)	8		
Belleview	Heat Detector	4		
Belleview	Main Fire Panel	1	Gamewell E3	
Belleview	Power Supply	1		
Belleview	Pull Station	29		
Belleview	Smoke Detector	50		
Belleview	Sound and Visual Testing (Horn & Strobes)	All (need count)		_
Carroll School	Annunciator	0		
Carroll School	Battery	2		
Carroll School	Duct Detector	0		
Carroll School	Fire Door (standalone, fusible link, and networked)	0		_
Carroll School	Heat Detector	0		
Carroll School	Main Fire Panel	1	Ademco	
Carroll School	Power Supply	1		
Carroll School	Pull Station	2		
Carroll School	Smoke Detector	5		_
Carroll School	Sound and Visual Testing (Horn & Strobes)	3		_
Castle Heights	Annunciator	1		
Castle Heights	Battery	14		
Castle Heights	Duct Detector	11		
Castle Heights	Fire Door (stand alone, fusible link, and networked)	8		-
Castle Heights	Heat Detector	1		7
Castle Heights	Main Fire Panel	1	Gamewell	
Castle Heights	Power Supply	1		
Castle Heights	Pull Station	58		
Castle Heights	Smoke Detector	53		1
Castle Heights	Sound and Visual Testing (Horn & Strobes)	All (need count)		
Central Child Development	Annunciator	1		
Central Child Development	Battery	4		1
Central Child Development	Duct Detector	4		-
Central Child Development	Fire Door (stand alone, fusible link, and networked)	3		1
Central Child Development	Heat Detector	3		7

Central Child Development	Main Fire Panel	1	EST	1
Central Child Development	Power Supply	1	LJI	
Central Child Development	Pull Station			
Central Child Development	Smoke Detector	35		
Central Child Development	Sound and Visual Testing (Horn & Strobes)			
Cherry Park Elementary	Annunciator	0		
School		Ũ		
Cherry Park Elementary School	Battery	2		
Cherry Park Elementary School	Duct Detector	4		
Cherry Park Elementary School	Fire Door (stand alone, fusible link, and networked)	7		
Cherry Park Elementary School	Heat Detector	2		
Cherry Park Elementary School	Main Fire Panel	1		
Cherry Park Elementary School	Power Supply	1		
Cherry Park Elementary School	Pull Station	24		
Cherry Park Elementary	Smoke Detector	71		
School		. –		
Cherry Park Elementary School	Sound and Visual Testing (Horn & Strobes)			
District Office - Safety & Security	Annunciator	1		
District Office - Safety & Security	Battery	6		
				1
District Office - Safety & Security	Duct Detector	7		
District Office - Safety & Security	Expander Panel	2		
District Office - Safety & Security	Fire Door (stand alone, fusible link, and networked)	0		
District Office - Safety & Security	Heat Detector	2		-
District Office - Safety & Security	Main Fire Panel	1		-
District Office - Safety & Security	Power Supply	1		-
District Office - Safety & Security	Pull Station	12		
District Office - Safety & Security	Smoke Detector	11		
District Office - Safety & Security	Sound and Visual Testing (Horn & Strobes)			-
Dutchman Creek	Annunciator	1		
Dutchman Creek	Battery	16		1
Dutchman Creek	Duct Detector	10		1
Dutchman Creek	Expander Panel	6		1
Dutchman Creek	Fire Door (stand alone, fusible link, and networked)	7		-
Dutchman Creek	Heat Detector	2		1
Dutchman Creek	Main Fire Panel		FCI Gamewell	1
Dutchman Creek	Power Supply	1		1
Dutchman Creek	Pull Station	11		1
Dutchman Creek	Smoke Detector	17		1
Dutchman Creek	Sound and Visual Testing (Horn & Strobes)			1
Ebenezer	Annunciator	1		1
Ebenezer	Battery	16		1
Ebenezer	Duct Detector	2		1
Ebenezer	Fire Door (stand alone, fusible link, and networked)	11		1
Ebenezer	Heat Detector	4		1

Ebenezer	Main Eiro Danal		Computed 52	7
Ebenezer	Main Fire Panel Power Supply	2	Gamewell E3	4
	Pull Station			-
Ebenezer		29		_
Ebenezer	Smoke Detector	72		_
Ebenezer	Sound and Visual Testing (Horn & Strobes)			-
Ebinport	Annunciator	1		
Ebinport	Battery	6		
Ebinport	Duct Detector	4		
Ebinport	Fire Door (stand alone, fusible link, and networked)	7		
Ebinport	Heat Detector	3		
Ebinport	Main Fire Panel		Gamewell	
Ebinport	Power Supply	1		
Ebinport	Pull Station	31		
Ebinport	Smoke Detector	48		
Ebinport	Sound and Visual Testing (Horn & Strobes)			
Finley Road	Annunciator	1		
Finley Road	Battery	6		1
Finley Road	Duct Detector	2		1
Finley Road	Fire Door (stand alone, fusible link, and networked)	6		-
Finley Road	Heat Detector	4		1
Finley Road	Main Fire Panel	1	Gamewell	1
Finley Road	Power Supply	1		
Finley Road	Pull Station	33		
Finley Road	Smoke Detector	43		
Finley Road	Sound and Visual Testing (Horn & Strobes)			
Flex	Annunciator	1		
Flex	Battery	4		-
Flex	Duct Detector	2		-
Flex	Fire Door (stand alone, fusible link, and	11		_
	networked)	11		
Flex	Heat Detector	5	1	
Flex	Main Fire Panel	1	Gamewell	-
Flex	Power Supply			
Flex	Pull Station	34		
Flex	Smoke Detector	57		-
Flex	Sound and Visual Testing (Horn & Strobes)			
FLEX Mobiles	Annunciator			
FLEX Mobiles	Battery			-
FLEX Mobiles	Duct Detector			
FLEX Mobiles	Fire Door (stand alone, fusible link, and networked)			-
FLEX Mobiles	Heat Detector			1
FLEX Mobiles	Main Fire Panel			1
FLEX Mobiles	Power Supply			1
FLEX Mobiles	Pull Station			-
FLEX Mobiles	Smoke Detector			4
FLEX Mobiles	Sound and Visual Testing (Horn & Strobes)			-
Independence	Annunciator	1		
Independence	Battery	4		-
Independence	Duct Detector	4		-
Independence	Fire Door (stand alone, fusible link, and	6		-
Independence	networked)	6		-
-		-		4
Independence Independence	Main Fire Panel Power Supply		Gamewell	4
independence	Power Supply	1		

Independence	Pull Station	14		1 I
Independence	Smoke Detector	39		
Independence	Sound and Visual Testing (Horn & Strobes)			
India Hook	Annunciator	2		
India Hook	Battery	12		
India Hook	Duct Detector	12		
India Hook	Fire Door (stand alone, fusible link, and networked)	6		
India Hook	Heat Detector	26		
India Hook	Main Fire Panel	1	Gamewell E3	
India Hook	Power Supply	1		
India Hook	Pull Station	19		
India Hook	Smoke Detector	24		
India Hook	Sound and Visual Testing (Horn & Strobes)			
Lesslie	Annunciator	1		
Lesslie	Battery	6		
Lesslie	Duct Detector	3		
Lesslie	Fire Door (stand alone, fusible link, and networked)	4		
Lesslie	Heat Detector	3		
Lesslie	Main Fire Panel	1	Gamewell	
Lesslie	Power Supply	1		
Lesslie	Pull Station	15		
Lesslie	Smoke Detector	28		
Lesslie	Sound and Visual Testing (Horn & Strobes)			
Mt. Gallant	Annunciator	1		
Mt. Gallant	Battery	4		
Mt. Gallant	Duct Detector	0		
Mt. Gallant	Fire Door (stand alone, fusible link, and networked)	6		
Mt. Gallant	Heat Detector	5		
Mt. Gallant	Main Fire Panel	1	Gamewell	_
Mt. Gallant	Power Supply	1		_
Mt. Gallant	Pull Station	15		_
Mt. Gallant	Smoke Detector	40		_
Mt. Gallant	Sound and Visual Testing (Horn & Strobes)			
Mt. Holly	Annunciator	2		
Mt. Holly	Battery	9		
Mt. Holly	Duct Detector	14		
Mt. Holly	Fire Door (stand alone, fusible link, and networked)	6		_
Mt. Holly	Heat Detector	28		_
Mt. Holly	Main Fire Panel		FCE Gamewell	-
Mt. Holly	Power Supply	1		_
Mt. Holly	Pull Station	22		4
Mt. Holly	Smoke Detector	25		
Mt. Holly	Sound and Visual Testing (Horn & Strobes)			
Northside	Annunciator	2		<u> </u>
Northside	Battery	12		
Northside	Duct Detector	2		
Northside	Fire Door (stand alone, fusible link, and networked)	4		

Northside	Heat Detector	6		
Northside	Main Fire Panel	-	Gamewell E3	
Northside	Power Supply	2		
Northside	Pull Station	22		-
Northside	Smoke Detector	65		-
Northside	Sound and Visual Testing (Horn & Strobes)			_
Northwestern	Annunciator	2		
Northwestern	Battery	20		
Northwestern	Duct Detector	9		
Northwestern	Fire Curtain Separators	1		
Northwestern	Fire Door (stand alone, fusible link, and networked)	14		
Northwestern	Folding Fire Door Assembly	1		
Northwestern	Heat Detector	12		
Northwestern	Main Fire Panel	5	EST	
Northwestern	Power Supply	5		
Northwestern	Pull Station	67		
Northwestern	Smoke Detector	74		
Northwestern	Sound and Visual Testing (Horn & Strobes)			
Oakdale	Annunciator	1		
Oakdale	Battery	6		
Oakdale	Duct Detector	0		
Oakdale	Fire Door (stand alone, fusible link, and networked)	8		
Oakdale	Heat Detector	2		
Oakdale	Main Fire Panel	1	Gamewell	
Oakdale	Power Supply	1		
Oakdale	Pull Station	28		
Oakdale	Smoke Detector	53		
Oakdale	Sound and Visual Testing (Horn & Strobes)			
Old Pointe	Annunciator	1		
Old Pointe	Battery	14		
Old Pointe	Duct Detector	3		
Old Pointe	Fire Door (stand alone, fusible link, and networked)	Roll up		_
Old Pointe	Heat Detector	1		
Old Pointe	Main Fire Panel	1	EST	
Old Pointe	Power Supply	1		
Old Pointe	Pull Station	29		
Old Pointe	Smoke Detector	26		
Old Pointe	Sound and Visual Testing (Horn & Strobes)			
Rawlinson Road	Annunciator	2		_
Rawlinson Road	Battery	16		
Rawlinson Road	Duct Detector	7		
Rawlinson Road	Fire Door (stand alone, fusible link, and networked)	12		
Rawlinson Road	Heat Detector	17		_
Rawlinson Road	Main Fire Panel	1	Gamewell	-
Rawlinson Road	Power Supply			-
Rawlinson Road	Pull Station	33		-
Rawlinson Road	Smoke Detector	39		⊣
Rawlinson Road	Sound and Visual Testing (Horn & Strobes)			
Richmond Drive	Annunciator	1		-
Richmond Drive	Battery	4		

Richmond Drive	Duct Detector	0		7
Richmond Drive	Fire Door (stand alone, fusible link, and	10		-
	networked)			
Richmond Drive	Heat Detector	5		
Richmond Drive	Main Fire Panel		Gamewell	
Richmond Drive	Power Supply	1		
Richmond Drive	Pull Station	32		
Richmond Drive	Smoke Detector	50		
Richmond Drive	Sound and Visual Testing (Horn & Strobes)			
Rock Hill High School	Annunciator	1		
Rock Hill High School	Battery	64		
Rock Hill High School	Duct Detector	13		
Rock Hill High School	Expander Panel	4		
Rock Hill High School	Fire Curtain Separators	1		
Rock Hill High School	Fire Door (stand alone, fusible link, and networked)	21		-
Rock Hill High School	Folding Fire Door Assembly	1		-
Rock Hill High School	Heat Detector	1		-
Rock Hill High School	Main Fire Panel	-	Gamewell E3	-
Rock Hill High School	Power Supply	23		-
Rock Hill High School	Pull Station	8		-
Rock Hill High School	Smoke Detector	144		-
Rock Hill High School	Sound and Visual Testing (Horn &	111		-
-	Strobes)	0		
Saluda Trail	Annunciator	0		_
Saluda Trail	Battery	14		_
Saluda Trail	Duct Detector	13		_
Saluda Trail	Fire Door (stand alone, fusible link, and networked)	4		
Saluda Trail	Heat Detector	1		
Saluda Trail	Main Fire Panel		EST	
Saluda Trail	Power Supply	5		
Saluda Trail	Pull Station	31		_
Saluda Trail	Smoke Detector	19		
Saluda Trail	Sound and Visual Testing (Horn & Strobes)			
South Pointe	Annunciator	1		
South Pointe	Battery	32		
South Pointe	Duct Detector	26		
South Pointe	Fire Door (stand alone, fusible link, and networked)	29		
South Pointe	Heat Detector	2		1
South Pointe	Main Fire Panel	1	EST]
South Pointe	Power Supply	1		7
South Pointe	Power Supply	14		1
South Pointe	Pull Station	15		1
South Pointe	Smoke Detector	26		1
South Pointe	Sound and Visual Testing (Horn & Strobes)			1
Sullivan	Annunciator	1		
Sullivan	Battery	20		1
Sullivan	Duct Detector	4		-
Sullivan	Expander Panel	1		-
Sullivan	Fire Door (stand alone, fusible link, and networked)	47		-
Sullivan	Heat Detector	0		-
Sullivan	Main Fire Panel	-	Gamewell E3	-

Sullivan	Power Supply	8		
Sullivan	Pull Station	37		
Sullivan	Smoke Detector	192		
Sullivan	Sound and Visual Testing (Horn & Strobes)			
Sunset Park	Annunciator	1		
Sunset Park	Battery	8		
Sunset Park	Duct Detector	1		
Sunset Park	Fire Door (stand alone, fusible link, and networked)	5		
Sunset Park	Heat Detector	2		
Sunset Park	Main Fire Panel	1	Gamewell E3	
Sunset Park	Power Supply	3		
Sunset Park	Pull Station	42		
Sunset Park	Smoke Detector	65		
Sunset Park	Sound and Visual Testing (Horn & Strobes)			
Sylvia Circle	Annunciator	1		
Sylvia Circle	Battery	4		
Sylvia Circle	Duct Detector	0		
Sylvia Circle	Fire Door (stand alone, fusible link, and networked)	5		
Sylvia Circle	Heat Detector	4		_
Sylvia Circle	Main Fire Panel	1	Gamewell	
Sylvia Circle	Power Supply	1		_
Sylvia Circle	Pull Station	29		
Sylvia Circle	Smoke Detector	38		
Sylvia Circle	Sound and Visual Testing (Horn & Strobes)			
Transportation	Annunciator	0		
Transportation	Battery	2		
Transportation	Duct Detector	0		
Transportation	Fire Door (stand alone, fusible link, and networked)	1		
Transportation	Heat Detector	1		
Transportation	Main Fire Panel	1	Flex Series Gamewell	
Transportation	Power Supply			
Transportation	Pull Station	2		
Transportation	Smoke Detector	2		
Transportation	Sound and Visual Testing (Horn & Strobes)	5		
York Road	Annunciator	2		4
York Road	Battery	2		4
York Road	Duct Detector	0		_
York Road	Fire Door (stand alone, fusible link, and networked)	5		
York Road	Heat Detector	2		4
York Road	Main Fire Panel	1	Gamewell	4
York Road	Power Supply	1		4
York Road	Pull Station	21		4
York Road	Smoke Detector	34		4
York Road	Sound and Visual Testing (Horn & Strobes)			
Total Cost for annual requal policable)	uired Inspection, Test, and Cleaning (if			
Hourly cost for Repairs (s and cannot be charged a	urcharges and fuel trip cost must be included			

Condition Assessment Report

The above list is an estimate for the number of the fire alarm components. An assessment report from the winning bidder will be required within the first 60 days of contract administration to verify the count of components.

Addition or Deletion of Units

We reserve the right to add or remove components and/or locations, based on the assessment report. The components / systems to be serviced and maintained under this contract are specified herein. Any unit added or deleted by The Rock Hill School District Three from said list would result in an equitable adjustment to the contract price. If added, the parties will negotiate the price. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

Reporting Requirements

The vendor will be required as stated to provide hard copy manuals (1 copy on location at fire panel and 1 copy for Operations), information uploads to work order system and resolution, and tagging equipment for completed inspections (if applicable).

Equipment Requirements

The vendor will be required to provide a lift to service units as needed to service this contract.

Definitions

Definition of Functional Test: Put system in alarm and make sure all the devices including but not limited to duct detectors, all doors including stand alone and roll down, horns, and strobes are working properly.

Definition of Cleaning: Clean all smoke and duct detectors using vacuum with special head to attach to smoke detector. This does include all hard-to-reach areas.

Definition of Sensitivity Test: After cleaning components, the sensitivity needs to be compliant and within normal range so that it is confirmed in the software.

Definition of Stand Alone Door: Door that has an independent trigger mechanism that is not tied into the building fire system. The functionality will need to be tested and verified that it is working properly.

SECTION E. BID Alternate #1 Inspects SPRINKLER SYSTEM	ct, Test, an	d Cleaning (if ap	plicable)		
School/ Location	Number Risers	Model	Location	Size	Annual Inspect, Test, and Clean Cost per location
Aquatics Center	1	Reliable G	Mechanical Room	6″	
Applied Technology Center	1	Reliable Mod G	Riser Room Left Side <i>A Building</i>	3″	
Applied Technology Center	1	Reliable Mod G	Mech Room Left Side <i>B Building</i>	4″	
Applied Technology Center	1	Reliable Ex Low Pressure	Mezzanine in <i>B Building</i>	4″	
Applied Technology Center	1	Reliable Mod G	Riser Room Right <i>C Building</i>	4″	
Applied Technology Center	1	Reliable Ex Low Pressure	Side of building <i>C Building</i>	4″	
Belleview	1	Ames	Mech Room Kitchen	4″	
Castle Heights	1	CSC	Mech Room across from band	3″	
Cherry Park	2	Lowsdale GCU	Mech at Kitchen	4″	
Cherry Park	1	TFP	Mech at Kitchen	3″	
District Office	1		Mech Room at Back	4″	
Dutchman Creek	5	Alarm Valve Mod H	Mech Room at Band Room	4″	
Ebenezer	2	Victaulic	Mech at Gym	4″	
Ebenezer	1	Victaulic	Mech Left side of building	4″	
India Hook	2	CVIF Tyco	Mech at Chiller	6″	
Mount Holly	3	CVIF Tyco	Mech at Chiller	6″	
Northside	1	Reliable Mod G	Storage in 108 Drama Room	6″	
Northside	1	Reliable Mod G	Mech at Kitchen	4″	
Rawlinson Road	1	Alarm Valve Mod 3	Riser closet at Auditorium	4″	
South Pointe	4	Victaulic Alarm 5/751	Mech Room at A Hall	4″	
South Pointe	3	Victaulic Alarm 5/751	Mech Room at Athletic Hall	4″	

BID 22-2333 Life Safety System Test and Inspect

Sunset Park	2	Rasco	Riser Room Left of Office	4″	
Total	37				
Total cost for annual S	orinkler Syst	tems/Riser			
Inspection, Test, and C	leaning (Sp	rinkler heads).			
Hourly cost for repairs must be included and c additionally)	· •	•			

	SECTION E. BID Alternate #2 Roll doors	FORM CONT.	
School	Roll Doors	Cost per Unit	Total Annual Inspect & Test Cost per location
Castle Heights	11		
Cherry Park	1		
Dutchman Creek	1		
Ebinport	1		
Lesslie	1		
Northwestern	3		
Old Pointe	1		
Rawlinson Road	1		
Richmond Drive	1		
Rock Hill High	3		
Saluda Trail	7		
Sullivan	2		
Sunset Park	1		
Sylvia Circle	1		
TOTAL	37		
Total cost for Inspectio	n and Test		
Hourly cost for Repairs trip cost must be incluc charged additionally)	(surcharges and fuel		

		ID INSPECT BID F			
				Cost per Test	Extended Cost
School	Hood	Туре	Location	and Inspect	per Location
Applied		Captive Aire 5424	Culinary		
Technology	4	ND2	Arts		
Belleview	2	Captive Aire	Kitchen		
Castle Heights	3	Captive Aire	Kitchen, D-3		
Cherry Park	2		Kitchen		
Dutchman Creek		5424-ND2, 3624			
	2	ND2	Kitchen		
			Home		
Dutchman Creek			Economics		
	1		E110		
Carroll School	1		Kitchen		
Ebenezer	2	GreenHeck	Kitchen		
Ebinport	2	GreenHeck	Kitchen		
Finley Road	2	GreenHeck	Kitchen		
FLEX/Rebound	2	GreenHeck	Kitchen		
Independence	2	Pyerochem	Kitchen		
•			Kitchen,		
India Hook			Teacher		
	3	GreenHeck	Lounge		
Lesslie	2	GreenHeck	Kitchen		
Mt. Gallant	2	Ansul R-102	Kitchen		
			Kitchen,		
Mt. Holly	3	GreenHeck	C101		
Northside	2	GreenHeck	Kitchen		
Northwestern	2	Ansul R-102	Kitchen		
	1		FCS rooms	1	
Northwestern			C103 and		
	8		C104		
Oakdale	2	GreenHeck	Kitchen		
Old Pointe	2	Aerolator	Kitchen		
	1	Captive Aire			
Rawlinson Road	2	5724R	Kitchen		
Rawlinson Road	6		A109	1	
Richmond Drive	2	GreenHeck	Kitchen		
Rock Hill High	2	Ansul R-102	Kitchen		
	1 -		FCS rooms	1	
Rock Hill High			3 B103		
	8		6B108		

Saluda Trail	2		Kitchen		
			Kitchen		
South Pointe		Captive Aire NMC	Home		
	2	#3	Economics		
Sullivan	2	GreenHeck	Kitchen		
			FCS Rooms,		
Sullivan			C211(4)		
	5		B207 (1)		
Sunset Park	2	Ansul	Kitchen		
Sylvia Circle	2	GreenHeck	Kitchen		
York Road	2	GreenHeck	Kitchen		
Total cost for Semi	- annual	required Inspection	and Test		
				Annual Cost	
Hourly cost for Repairs (surcharges and fuel trip cost must be included and cannot be charged additionally)					

SECTION E. BI Alternate # 4	D FORM	I CONT.			
HOOD SYSTEMS	CLEANIN	G BID FORM			
					Total Cleaning
	Hood				Cost per
School	Count	Туре	Location	Cost per Unit	Location
Applied		Captive Aire 5424			
Technology	4	ND2	Culinary Arts		
Belleview	2	Captive Aire	Kitchen		
Castle Heights	3	Captive Aire	Kitchen, D-3		
Cherry Park	2		Kitchen		
Dutchman Creek		5424-ND2, 3624			
	2	ND2	Kitchen		
			Home		
Dutchman Creek			Economics		
	1		E110		
Carroll School	1		Kitchen		
Ebenezer	2	GreenHeck	Kitchen		
Ebinport	2	GreenHeck	Kitchen		
Finley Road	2	GreenHeck	Kitchen		
FLEX/Rebound	2	GreenHeck	Kitchen		
Independence	2	Pyerochem	Kitchen		
•			Kitchen,		
India Hook			Teacher		
	3	GreenHeck	Lounge		
Lesslie	2	GreenHeck	Kitchen		
Mt. Gallant	2	Ansul R-102	Kitchen		
Mt. Holly	3	GreenHeck	Kitchen, C101		
Northside	2	GreenHeck	Kitchen		
Northwestern	2	Ansul R-102	Kitchen		
			FCS rooms	-	
Northwestern			C103 and		
	8		C104		
Oakdale	2	GreenHeck	Kitchen		
Old Pointe	2	Aerolator	Kitchen		
		Captive Aire			
Rawlinson Road	2	5724R	Kitchen		
Rawlinson Road	6		A109	1	
Richmond Drive	2	GreenHeck	Kitchen		
Rock Hill High	2	Ansul R-102	Kitchen		
<u> </u>			FCS rooms 3	-	
Rock Hill High	8		B103 6B108		
Saluda Trail	2		Kitchen		

South Pointe	2	Captive Aire NMC #3	Kitchen Home Economics	
Sullivan	2	GreenHeck	Kitchen	
Sullivan	5		FCS Rooms, C211(4) B207 (1)	
Sunset Park	2	Ansul	Kitchen	
Sylvia Circle	2	GreenHeck	Kitchen	
York Road	2	GreenHeck	Kitchen	
Total cost for Annu	al Hood S	Systems Cleaning		

Extinguishers Test & Inspect

The following is a preliminary count of extinguishers in the district. Extinguishers to be inspected and serviced include the dry-chemical or halogenated agent portable fire extinguishers.

It will be up to the vendor to provide an accurate count for invoicing purposes. Refer to the section for Addition or Deletion of units if the counts vary.

Section E: BID FORM CONT. EXTINGUISHERS Alternate #5a			
Location	Estimated Count (subject to change)	Cost Per unit	Extended Cost (per Location)
D3 Stadium	5		
Applied Technology	51		
Belleview	25		
Carroll School	3		
Castle Heights	119		
Central (Incl ITV)	9		
Cherry Park	21		
District Office	9		
Dutchman Creek	52		
Ebenezer Montessori	3		
Ebenezer	12		
Ebinport	20		
Facilities	36		
Maintenance Swap Out	19		
Finley Road	28		
FLEX/Rebound	34		
Independence	24		
India Hook	23		
Lesslie	23		
Mt. Gallant	19		
Mt. Holly	22		
Northside	27		
Northwestern	133		
Oakdale	27		
Old Pointe	28		
Rawlinson Road	45		
Richmond Drive	24		
Rock Hill High	124		
Saluda Trail	44		
South Pointe	80		
South Stadium	16		

Total cost for Inspect and Test for Extinguishers		
TOTAL	1268	
York Road	24	
Transportation	8	
Sylvia Circle	21	
Sunset Park	35	
Sullivan	75	

Repairs and Servicing to Extinguishers

The following is a list of possible servicing needed but not a complete list. The vendor will provide pricing and add any additional components and price as needed.

Extinguisher Components

Section E: BID FORM CONT.				
EXTINGUISHERS Alternate #5b				
SERVICES ON	Cost per Unit			
EXTINGUISHERS:	P			
5 LB 6 YEAR MAINT				
10 LB 6 YEAR MAINT				
5 LB HYDROTEST				
10 LB HYDROTEST				
5 LB RECHARGE				
10 LB RECHARGE				
K CLASS RECHARGE				
K CLASS HYDRO				
NEW EXTINGUISHERS:	Cost per Unit			
NEW K CLASS				
NEW 5 LB EXT				
NEW 10 LB EXT				
MISC PARTS:	Cost per Unit			
EXTINGUISHER SIGN				
HOSE STRAP				
PULL PIN				
K CLASS SIGN				
FIRE EXT HOSE				
GAUGES				
VALVE SYSTEM				
O RING				
SAFETY SEALS				
ADDITIONAL MISC PARTS:	Cost per Unit			

Bid Summary Page Company Name _____

Bid	Annual Total	
Base Bid		
Alternate #1		
Alternate #2		
Alternate #3		
Alternate #4		
Alternate #5a & 5b		

*ALL PRICES SHALL REMAIN FIRM FOR NOT LESS THAN 120 DAYS FROM THE BID DATE

Additional Information requested:

List any subcontractor that shall be used to perform any of the services	

BIDDER'S STATEMENT OF ASSURANCES AND COMPLIANCES

The Undersigned, as a responsive bidder, certifies that the General and Special Conditions of this bid have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid as indicated below:

- 1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document; and
- 2. Currently complies with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices; and
- 3. Is not guilty of collusion with, other vendors possibly interested in this bid, in arriving at or determining prices to be submitted; and
- 4. That such agent, as indicated below, is officially authorized to represent the firm in whose name the bid is submitted.

FIRM REPRESENTED	AGENT
Name of Firm:	Signature of Agent:
Street Address:	Printed Name
City & State:	Title
Zip Code:	Date
Telephone No.	Cell No.
Email:	

Minority Vendor Yes_____ No _____ If yes, Certificate # _____

BID 22-2333 Life Safety System Test and Inspect

APPENDICES

Appendix I- Conflict of Interest

APPENDIX I: CONFLICT OF INTEREST STATEMENT

I,_____ (Offeror/Contractor), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

- No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
- 2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
- 3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-contractor(s), nor does Offeror or Offeror's sub-contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
- 4. I warrant that I and my sub-contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
- 5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement

to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

- 1

No known actual or potential Conflicts of Interest are subject to disclosure. All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.

- 6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
- 7. By signing this statement, I certify for myself and on behalf of my company and any of my subcontractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Services Director at the same time the law required the statement to be filed.

Company Name:	
Ву:	_
Print Name:	_
Title:	_
Date:	