

Special Education and Related ADDRESS:

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

CONFERENCE TYPE: None	LOCATION: None
ADDENDUM(S)	Any addendum(s) will be posted at the following web address: http://www.rock-hill.k12.sc.us
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:	
<ul style="list-style-type: none">• Bound by the requirements, terms, stipulations, and terms of the solicitation.• Comply with all applicable Federal and State Laws and Regulations relative to discrimination in employment practices.• Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.	

NAME OF OFFEROR(Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY:
(Check one)

FPB 23-2410 Special Education and Related Services Providers

TITLE (Business title of person signing above)		(See "Signing your Offer" provision)
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

FPB 23-2410 Special Education and Related Services Providers
TABLE OF CONTENTS

FPB 23-2410 Special Education and Related Services Providers

I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

1. INSTRUCTIONS TO BIDDERS:

- A. Proposals shall be publicly opened at 10:00 AM on, May 29, 2024. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed Proposals shall be mailed to the Procurement Services Attention: Fixed Price Bid # 23-2410 located at 386 East Black Street Rock Hill, SC 29730. The District encourages vendors who wish to attend the closing to do so by conference call.

Vendors may take part by dialing:

Phone Number 803 -985-3599

Conference ID 1440403

- B. Proposals shall be submitted by 10:00 AM (7:00 AM EST) on May 29, 2024. Proposals shall be submitted to the Procurement Services Attention: Fixed Price Bid # 23-2410 located at 386 East Black Street Rock Hill, SC 29730. Proposals shall be submitted by mail to the Procurement Services Attention: Fixed Price Bid # 23-2410 located at 386 East Black Street Rock Hill, SC 29730. Proposals shall be submitted by email to procurement@rockhillsc.gov.

7. COMMUNICATION WITH PROSPECTIVE BIDDERS:

- A. All communication concerning this solicitation must be in writing to the Director of Procurement Services. 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 solicitation for any reason except as authorized by the Director of Procurement Services. 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. WITHDRAWAL OF PROPOSALS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of Proposals. All requests to withdraw Proposals must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

9. ASSIGNMENT: No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

10. SUBMISSION OF DATA: 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. FAILURE TO SUBMIT A BID: 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 Proposals for the same items may be removed from the applicable bid lists.

12. EXCEPTIONS: 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. RIGHT TO PROTEST (Section 4210): 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 Proposals 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 A8ectio

15. 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 include (b) (6) information regarding the location of all utilities.

FPB 23-2410 Special Education and Related Services Providers

2. **TERMINATION** 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.

FPB 23-2410 Special Education and Related Services Providers

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

FPB 23-2410 Special Education and Related Services Providers

effective if approved in writing by the Purchasing 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.

15. **SUSPENSION AND DEBARMENT** By submitting a proposal (IFB/FPB/RFO), the applicant certifies, to the best of its

FPB 23-2410 Special Education and Related Services Providers

\$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

18. WORKMANSHIPAll 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.

19. LIABILITYThe contractor shall assume liability for damage or loss resulting from the wrongful act(s) and (h)-11.04

FPB 23-2410 Special Education and Related Services Providers

- 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 (t)-341 so r3 (i)106 s-34lee(h)2.2 ((o)-6.(in)2. (e)-3 3 (s-0.7 t)-3

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(t)-psddotsb

II. GLOSSARY OF TERMS

Actual CostAll direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

AssignmentLegal transfer of a claim, right, interest or property.

Capability The ability of a bidder to fulfill the contract at time of award.

Consultant:To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.

Consultant ServicesServices of an advisory nature to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in house or from within the entity.

Contractor. Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Descriptive LiteratureInformation, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Firm: A for-profit business, usually formed as a partnership that provides professional services, such as legal or accounting services. The theory of the firm posits that firms exist to maximize profits.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions)Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (FPB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this FPB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting)A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

Price:The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

FPB 23-2410 Special Education and Related Services Providers

Request for Proposals (RFP) The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

Responsible Bidder/8.2 Td () .1 (fi)2.7f(n)52.7f(n)52.7r/i12-0.6 (o)-7.6 /TT0 1 Tf -0.001Tc -17.030.141 0 924{(n)2.2 (c)1

FPB 23-2410 Special Education and Related Services Providers

The District has established a maximum hourly pay rate for job positions (See Appendix II)

FPB 23-2410 Special Education and Related Services Providers

- a. Bidders must have one (1) year experience providing temporary personnel services within the state of South Carolina. Bidders who do not have a minimum of one (1) year experience will be deemed non-responsive and will not be considered for award.
 - b. Bidders must have a full-service office, providing temporary personnel services Full-service shall mean:
 - i. Business hours of 8:00 am and 5:00 pm, Monday through Friday (minimum) with staff capable of handling inquiries/orders on location during those business hours (including the lunch hour)
 - ii. Office signage sufficient enough to enable individuals to locate the business office and
 - iii. A public listing of the business office address and telephone numbers (an online listing is acceptable).
2. The Procurement Officer may, in their discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.
3. **Provide a detailed, narrative statement** with adequate information to establish that you meet all the requirements stated in the paragraphs above. Include all appropriate documentation. If you intend for us to consider the qualifications of you (key personnel) predecessor (business(es) or subcontractor(s)), explain the relationship between you and such person or entity.

VI. 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 Fixed Price Bid. If, after examination of the various terms and conditions and requirements of this. In

FPB 23-2410 Special Education and Related Services Providers
of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: “FPB 23-2410 Special Education and Related Service Providers”. Late proposals will be rejected. The District is not responsible for late responses caused by delays in mail delivery or a delay in any other method of delivery.

FPB 23-2410 Special Education and Related Services Providers

Following the initial awards, contractors that will to be considered must notify the RHSD Procurement Department and submit their offer approximately 90 days prior to the annual renewal date. All responsive and responsible Offerors will be added to the contract on the renewal date.

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IX. APPENDICES

Appendix I- References

Appendix III- Cost Proposal

Appendix IV- Non-Collusion Affidavit

Appendix V- Conflict of Interest

APPENDIX- BID SCHEDULE

Item #	Description	Maximum Rate	Actual Bid Price
1	Speech/Language Pathologist	\$80/hr	\$
2	Speech/Language Pathologist Assistant	\$65/hr	\$
3	Occupational Therapist	\$80/hr	\$
4	Physical Therapist	\$80/hr	\$
5	Psychologist	\$80/hr	\$
6	Psychologist – Bilingual	\$125/hr	\$
7	Special Education Teacher Services	\$80/hr	\$
8	Board Cert 0.6 318.96 t03.8 534.3.8 534.3.8 534.04 reV		

FPB 23-2410 Special Education and Related Services Providers
APPENDIX I- NONCOLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) I AM _____ of _____, the Respondent that has submitted the attached FPB:

(2) I AM fully informed respecting the preparation and contents of the attached FPB EJBcBTJEM1040-14619D4(90

FPB 23-2410 Special Education and Related Services Providers

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.

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 sub-Contractor(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 limit ~~without limitation~~ (to).009 Tc 0.009 w 0.32 0 T13(e)-1 (v)-7 (al 0.87 0 T (c)8