



Request for Proposal: 20-025
Date Issued: February 4, 2021
Procurement Coordinator: Greg Twitty
Phone: (803) 533-6549
Fax:
E-Mail Address: greg.twitty@ocsdsc.org

DESCRIPTION: Energy Performance

The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

**SUBMIT YOUR SEALED OFFER
 REFERENCING SOLICITATION NUMBER,
 DATE AND TIME OF OPENING, AND
 PROCUREMENT COORDINATOR'S NAME
 TO THE ADDRESS AT THE RIGHT:**

MAILING AND PHYSICAL ADDRESS:
 Orangeburg County School District
 Attn: Procurement Coordinator Greg Twitty
 102 Founders Court, Orangeburg SC 29118

SUBMIT OFFER BY: March 9, 2021 @ 10:00 AM (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: (1) original, (1) USB secure Flashdrive with a single PDF copy

QUESTIONS MUST BE RECEIVED BY: February 11, 2021 at 8:30 AM (See "Questions from Offerors" provision)

ADDENDUM ISSUED: February 17, 2021 by 4:30 pm (If Necessary) (See "Questions From Offerors" provision)

CONFERENCE TYPE: Site Visits Non-Mandatory
DATE & TIME: February 9, 2021 9am 601 Bruin
 Parkway, Orangeburg SC 29118

LOCATIONS: Orangeburg County School
 District,
 Orangeburg SC 29118 (See list in SOW)

**INTENT TO AWARD
 & AWARD**

Notice of Award and/or Intent to Award maybe posted on the district website www.ocsdsc.org
 March 17, 2021 by 4:30 pm

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE: (Business title of person signing above)		
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, sole proprietorship, etc.		

I. GENERAL INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract be posted on the district's website www.ocsdsc.org on March 17, 2021 by 4:30 pm. Copy of tabulation will be posted on District website.

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Orangeburg County School District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Coordinator in writing.

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

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

(1) By submitting an offer, the offeror certifies that:

- (A) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.

(B) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(C) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(2) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(A) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(B)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(3) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(E) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(2) Offeror shall provide immediate written notice to the Procurement Coordinator if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) If Offeror is unable to certify the representations stated in paragraph (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Coordinator may render the Offeror non-responsible.

(4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph 1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Coordinator may terminate the contract resulting from this solicitation for default.

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Coordinator or his/her designee has declared that the time set for opening has arrived, shall be rejected.

DEFINITIONS - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

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

BOARD means the Orangeburg County School District Board of Trustees.

BUYER means the Procurement Coordinator.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Coordinator, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Coordinator to order without the consent of the contractor.

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

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

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

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PROCUREMENT COORDINATOR means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

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

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

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

DISTRICT CLOSINGS: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation,

the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

DRUG FREE WORK PLACE CERTIFICATION: The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30)

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

ETHICS ACT (CERTIFICATE): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Coordinator at the same time the law requires the statement to be filed.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Coordinator. Unless specifically delegated in writing, the Procurement Coordinator is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Coordinator is an employee of Orangeburg County School District acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Orangeburg County School District.

PROCUREMENT CODE AVAILABLE: Orangeburg County School District's Procurement Code, is available at request via greg.twitty@ocsdsc.org

PROTESTS: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within Ten (10) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Procurement Coordinator.

PROTEST – ADDRESS: Any protest must be submitted in writing to Greg Twitty Procurement Coordinator, 102 Founders Court, Orangeburg SC 29118

PUBLIC OPENING: Not applicable for this RFQ

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Coordinator no later than February **11, 2021 @ 8:30 am**. Label any communication regarding your questions with the name of the Procurement Coordinator, and the solicitation's title and number. **Oral explanations or instructions will not be binding.** All Questions will be answered via an Addendum, which will be posted on the District's website, www.ocsdsc.org February **17, 2021 by 4:30 pm**

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

RESPONSIVENESS / IMPROPER OFFERS:

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Coordinator. (Article 5, Section 1520.13)

(c) Price Reasonableness: Any offer may be rejected if the Procurement Coordinator determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).

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

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Coordinator. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Coordinator. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Coordinator, you agree not to give anything to any other District employees, agents or officials prior to award.

SAMPLES-TESTING: Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

SIGNING YOUR OFFER: Every Offer must be signed by the individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in

response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Article 5, Section 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Orangeburg County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Coordinator.

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the District's Procurement Code Article 5 Section 1520.7.1.

II. SCOPE OF WORK

Orangeburg County School District is now accepting proposals for

RFQ # 20-025

Energy Performance

Proposal Closing/Due Date and Time: March 09, 2021 at 10:00 a.m. est

Sealed Requests for Proposals (RFQ) will be received in accordance with the attached specifications.

Please Note: Late RFQs will not be accepted.

For additional information, please contact the person listed below. All questions must be submitted by email. **No verbal responses will be provided.**

Greg Twitty
greg.twitty@ocsdsc.org

Request for Proposal – Energy Performance RFQ #20-025

TIMELINE

Advertisements	February 4, 2021
Prebid	February 9, 2021 9am
Additional Information/Questions Due	February 11, 2021, 8:30 am
Answers to Questions Posted on Web	February 17, 2021 by 4:30pm
Deadline for Submittal of RFQ	Tuesday March 9, 2021 by 10 a.m. est
Intent to Award	Wednesday March 17, 2021 by 4:30pm
Protest Period	Ten business days after Intent to Award by 8:05am

SCOPE OF WORK

PART I - SCOPE OF SOLICITATION

Objective: Orangeburg County School District will accept Offeror's Statement of Qualifications to develop an Energy Services Performance Contracting (ESPC) Proposal.

Orangeburg County School District (hereinafter referred to as the School District) seeks qualification proposals from interested and qualified Energy Services Companies (herein referred to as ESCOs) for the successful implementation of an Energy Services Performance Contract (herein referred to as ESPC) in accordance with SC Law, including the South Carolina Energy Efficiency Act, S.C. Code 48.52.10 et seq.

There are forty (40) existing municipal buildings within the School District that have been identified as potential energy conservation measure upgrade candidates.

A listing of these buildings and their energy usage will be available at the Pre-Proposal Meeting at Orangeburg Wilkinson High School located at 601 Bruin Parkway Orangeburg, SC 29118 on February 9, 2021 at 9:00a.m.

School District Building tours will take place immediately after the Pre-Proposal Meeting on date and time noted above and will consist of Orangeburg-Wilkinson High, OCSD Technology Center, Marshall Elementary, and Bethune Bowman Middle/High.

PART II - INFORMATION/INSTRUCTIONS:

1. By submission of a Statement of Qualifications (SOQ) to this RFQ, the Offeror is applying for consideration to provide a proposal for the description of services described herein.
2. Offerors responding to the RFQ will be evaluated solely on the information provided. Offerors will be ranked from the most qualified to the least qualified on the basis of the information provided. A proposal for the description of services described herein will then be solicited from the Top Offeror. Offerors are to include all information requested in Part VI. All pages should be returned with the SOQ and in the format specified. The maximum number of pages for a SOQ is 25 pages, single-sided print. The SOQ shall contain a Table of Contents and all pages shall be numbered. Font size must be no smaller than 10 point.
3. Offeror's SOQ shall follow a format of REQUESTED INFORMATION in Part VI. Offerors must supply the information listed and explain their responses with enough detail to allow a thorough evaluation.
4. Any question(s) must be transmitted in writing via fax or email to the email address listed below prior to 805a.m. on Tuesday, February 2, 2021. If questions are answered, they will be answered in writing and all Offerors shall be provided copies of questions and answers. The only point of contact for this RFQ is Greg Twitty. Failure to comply may result in disqualification.

Questions received after this time may not be addressed, in the sole judgment and discretion of the District. Verbal inquiries will not be addressed at any time. Answers and/or clarifications will be posted on the RFQ web page as addenda. The addenda posted on the District web page will control.

Questions to: ATTN: RFQ# 20-025 QUESTIONS by February 11, 2021 8:30am
Greg Twitty, Procurement Coordinator
Orangeburg County School District
102 Founders Court
Orangeburg, SC 29118
[E-mail: Greg.Twitty@ocsdsc.org](mailto:Greg.Twitty@ocsdsc.org)

One (1) original, one (1) bound copies and one (1) electronic CD or thumb drive copy of the SOQ are required to be submitted. Electronic copy needs to be a single pdf file.

PART III- DESCRIPTION OF SERVICES TO BE SOLICITED

INTRODUCTION

The School District is seeking qualification statements from interested ESCOs that are capable of providing comprehensive energy and operational related capital improvement services. The School District plans to select the most qualified ESCO to enter into an ESPC. The guaranteed energy savings shall not exceed 18 years in duration.

PROJECT SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The purpose of this project is to provide the School District with the means to realize maximum utility savings, operational savings and energy/operational improvements. The ESCO selected through the RFQ process shall provide the School District with a comprehensive energy services program including but not limited to the following:

The ESCO selected from the RFQ process will be expected to provide a cost for the comprehensive energy audit for the 40 buildings listed in Part V. Section 5. In accordance with the Energy Study scope in Exhibit A. These costs will become of a part of the final project and be covered by the guaranteed savings for this project.

1. A comprehensive detailed energy study of selected School District facilities. The audit shall include but is not limited to lighting and lighting controls, HVAC equipment, building controls, building envelope, water conservation and other needed upgrades.
2. The design, acquisition and installation of energy efficient equipment and systems.
3. The process of monitoring energy/utility usage and costs will be determined during negotiations between the successful ESCO and School District. Continuing annual energy audits to verify savings will be conducted using energy software acceptable to the School District and a defined Monitoring and Verification plan with annual reconciliation reports.
4. The ESCO shall assist in 3rd party financing recommendations as desired by the School District.
5. The ESCO's guarantee shall be a first party direct guarantee from the ESCO to the School District. No third party guarantee, such as from a non-contractor insurance company, shall be accepted.
6. The ESCO may provide maintenance, servicing and repair of the installed systems within the Performance Contract agreement.

7. The ESCO shall perform energy management training for School District employees on any and all new and modified equipment installed.
8. The School District shall own all equipment and improvements made as a result of this project once payment has been made.
9. Payment and Performance Bonds in the amount of 100% of the project cost shall be required.
10. Any construction work by the ESCO or any third party shall be performed pursuant to construction agreements, terms and conditions acceptable to School District.

PART IV- RFQ PROCESS

This RFQ is part of a selection process leading to an ESPC for energy efficient equipment and services between the School District and an ESCO. Steps in the process are described below:

1. School District issues the RFQ to prospective ESCOs.
2. School District receives a transmittal letter and the required number of copies of a Statement of Qualifications (SOQ) from each Offeror. Copies will be distributed to the School District Selection Committee for review and scoring.
3. Based on the scoring and ranking of the evaluation factors, the Selection Committee will select the ESCO to provide a proposal for the services described herein.
4. School District reserves all rights under its procurement code, including the right to cancel the solicitation at any time. The issuance of this RFQ shall not commit the School District to make any award.
5. This solicitation, any agreement formed hereunder and any dispute arising hereunder are subject to the provisions of the School District Procurement Code. The School District shall not be bound to any term inconsistent therewith in any form, proposal or other document submitted or used by any ESCO in responding to or performing any work pursuant to this solicitation.
6. School District reserves the right to hire a 3rd party to review the detailed energy study, final contracts, commissioning plan, and construction phases.

PART V- EVALUATION/SCORING CRITERIA

Each criteria or section of the response will be considered a separate selection criterion and will be graded individually. All individual section scores will be summed to calculate the grand total score, with the maximum grand total score of 100 points.

1. Point Values

CRITERIA	POINT VALUE
Qualifications/Experience	30 Total Points
Organization - Firm	10
Project Team	10
References/Similar Projects	10
Technical Approach	30 Total Points
Audit Methodology/Process	10
Savings Projections	10
Project Management/Safety	10
Guarantee	30 Total Points
Savings Approach/Security	15
Monitoring/Measuring	10
Savings Record	5
Sample Documents/Other	10 Total Points
Sample Documents	5
Clarity/Organization	5
RFQ Total	100

2. Percentage Grades

Grade	Description
0%	Criterion was not addressed or the material presented was totally without merit.
20%	Criterion was addressed minimally, indicated little capability, experience, or understanding of topic.
40%	Criterion was addressed minimally, but shows some capability, experience, or understanding of topic.
60%	Criterion was addressed adequately. Overall, a basic capability, experience, or understanding of topic.
80%	Criterion was addressed well. Indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

PART VI- REQUESTED INFORMATION FOR RFQ

Offerors will be ranked and evaluated solely on the information submitted in their SOQ responsive to this RFQ. Any additional information provided by Offeror will NOT be considered. However, public information discovered independently about Offeror MAY be considered. Offerors must supply the required information listed and explain their responses with sufficient detail to allow a thorough evaluation.

The following items of requested information are ranked in relative importance from the most heavily weighted items to the least weighted. Responses shall be limited to 50 pages of single-spaced lines of text and graphics with a minimum font size of 12.

EVALUATION FACTORS:

1. ORGANIZATION, QUALIFICATIONS AND EXPERIENCE:

Organization:

- a. Provide Offeror's history, organization and structure (local, regional, national, etc.). Determine the number of the firm's employees that live in the State of South Carolina.
- b. Describe the Offeror's capabilities in energy management and performance contracting.
- c. How many years had the Offeror (or firm) been involved in delivering energy efficiency equipment and services?
- d. Describe the range of energy management and performance contracting services offered by the Offeror (firm).
- e. Describe the financial condition of the Offeror (firm). Please include a summary of the most recent audited annual report and financial statements in the Appendix. Discuss the firm's financial soundness and stability. Discuss the demonstrated ability to provide or arrange project financing. If financing is arranged through a 3rd party, explain to whom payments will be made.
- f. Provide copies of Offeror's South Carolina General Contractor, Mechanical Contractor and Electrical Contractor Licenses.
- g. Provide certification of Offeror's National Association of Energy Service Companies (NAESCO) accreditation as an accredited Energy Service Company (ESCO).
- h. Describe the relationship that the Offeror has to an HVAC equipment and controls original equipment manufacturer (OEM). Please acknowledge that the Offeror has service parts inventory, training and dispatched truck-based service personnel located in or within a 50-mile radius of the School District.
- i. Describe the relationship that the Offeror has as an OEM provider of Intelligent Building Performance systems that may be integrated to provide building performance features, energy management, alarm notification, active monitoring, remote notification and control.

Qualifications and Experience:

- a. When responding to this request, consider the project as having three phases:
 - I. Development, II. Installation and III. Monitoring and Oversight of Operations.Identify individuals who will have a direct, hands-on role in each phase. Include in this section a list of projects where members of the Offeror's team assigned to this project have worked together and their respective roles.
- b. Provide an organization chart that shows the project organization of each phase with evidence of technical support and supervision. Include and identify potential outside consultants, contractors and vendors on this chart. Provide evidence of a South Carolina business license issued by the Labor, Licensing and Regulation Board.
- c. Furnish at least four (4) references on a Reference Form for Guaranteed Energy Services Performance Contracting the Offeror has provided to either local government, state or federal government facilities. Include the name, address, contact person, telephone number and email address of the organization for which the service was/is being performed.
- d. Provide a brief description of at least two (2) similar projects that the firm has implemented within the past eight years, at least one of which must have been a Guaranteed Energy Services Performance Contract that has been operating for at least two years. Include in this description the number and square footage of the area of the buildings involved, equipment installed, services provided, annual energy savings from the project in terms of total dollars and percent reduction in cost and energy and sources and levels of operational savings. Compare savings guaranteed versus actual savings achieved. Include contact information.

2. TECHNICAL APPROACH

- a. Describe in detail the methodology for conducting an energy audit. What involvement would Orangeburg County School District personnel have in the audit?
- b. Describe how the initial baseline energy consumption of a facility and the baseline prior to startup is calculated and how the firm will monitor the baseline over the life of the contract. Explain how adjustments for changes in square footage, operating hours or installed equipment will be accounted for. What information must Orangeburg County School District provide? How are the calculations affected if certain information is not available? How is the baseline adjusted for year-to-year weather variations?
- c. What are the standards of service and comfort (temperature, air flow, light levels, etc.) the firm typically uses for system design along with the documentation that will be used to record these same standards?
- d. How does the firm monitor, verify and report performance and savings accomplished?
- e. Describe the Project Management approach. Are separate teams used for the audit phase, design phase, construction phase and ongoing administration phase? How are quality control, communications and consistency assured when there are handoffs from one team to another?
- f. Describe specific procedures the firm uses to ensure safety during construction and more information about your company's commitment to safety, training, procedures.

3. GUARANTEE

- a. Describe in detail the means for guaranteeing that cost savings generated by the modifications to a facility will equal or exceed the cost of performing these modifications, (Corporate Letter of Guarantee, etc.) Provide a cost for the comprehensive energy audit of selected School District facilities
- b. Describe the firm's approach for monitoring, measuring and verifying energy and operational savings. Describe in detail the various methods the firm has used in measuring savings. Describe how annual energy and operational savings are determined and reconciled. What is the policy relative to projects that do not perform as specified?
- c. What is the firm's verifiable record of savings on all guaranteed jobs for the past three (3) years compared with actual performance? Provide a list.
- d. Has the firm had performance contracting projects that did not meet guaranteed savings (shortfalls) within the last ten (10) years? If yes, explain how the firm helped the client(s) recover from this and provide all references with current contact information for each project where savings were less than what was guaranteed. What payments have been made by the firm due to guaranteed savings shortfalls?

4. SAMPLE DOCUMENTS

Provide one (1) copy of the following documents, clearly labeled:

- *Sample Investment Grade Energy Audit-must include energy savings data*
- *Sample Measurement & Verification Plan*
- *Sample Customer Savings Report*

5. OTHER

Clarity, organization and level of detail in written submission

Quality of Project History and Client References

List of Potential Buildings for Evaluation

Orangeburg County School District

Square Foot by location

As of : 7/1/2019

	LOCATIONS	ADDRESS	Sq. Ft. Total
1	Annex Building	1490 Brant Avenue Holly Hill, SC 29059	3,550
	Bethune Bowman Elem./Bethune		133,057
2	Bowman Middle/High	4857 Charleston Highway Rowesville, SC 29133	
3	Brookdale Elementary	394 Brookdale Drive Orangeburg, SC 29115	77,383
4	Carver Edisto Middle	2018 Carver School Road Cope, SC 29038	110,597
5	Central District Office	102 Founders Court Orangeburg, SC 29118	16,140
6	Central Maintenance Shop	473 Fair Street Orangeburg, SC 29115	9,868
7	Central Warehouse 1 & 2	473 Fair Street Orangeburg, SC 29115	15,600
8	Clark Middle School	919 Bennett Avenue Orangeburg, SC 29115	150,665
9	Cope Area Career Center	6052 Slab Landing Road Cope, SC 29038	38,673
10	Dover Elementary	1411 Bedford Avenue North, SC 29112	56,634
11	East DO Satellite Office	1654 Camden Road Holly Hill, SC 29059	8,206
12	East Maintenance Shop	1654 Camden Road Holly Hill, SC 29059	3,500
13	Edisto Elementary	136 Woodolive Lane Orangeburg, SC 29115	80,085
14	Edisto High School	500 RM Foster Drive Cordova, SC 29039	123,101
15	Edisto Primary	3239 Cordova Road Cordova, SC 29039	104,206
16	Ellis Building	578 Ellis Avenue Orangeburg, SC 29115	22,722
17	Elloree Elementary	200 Warrior Drive Elloree, SC 29047	173,964
18	HKT Elem./HKT High	7066 Norway Road Neeses, SC 29107	163,857
19	Holly Hill Elementary	1490 Brant Avenue Holly Hill, SC 29059	93,774
20	Holly Hill Roberts Middle	530 Hessman Street Holly Hill, SC 29059	155,102
21	Howard Middle School	1255 Belleville Road Orangeburg, SC 29115	124,030
22	IT Office	578 Ellis Avenue Orangeburg, SC 29115	3,742
23	Lake Marion High / Technology Center	3656 Tee Vee Road Santee, SC 29142	284,609
24	Lockett Elem./Branchville High	1349 Dorange Road Branchville, SC 29432	133,117
25	Marshall Elementary	1441 Marshall Avenue Orangeburg, SC 29118	89,793
26	Mellichamp Elementary	350 Murray Road Orangeburg, SC 29115	54,238
27	Nix Education Center	770 Stilton Road Orangeburg, SC 29115	49,461
28	North High School	692 Cromer Avenue North, SC 29112	79,281
29	O-W High School	601 Bruin Parkway Orangeburg, SC 29118	215,946
30	Rivelon Elementary	350 Thomas Eklund Circle Orangeburg, SC 29115	57,318
31	Sheridan Elementary	1139 Hillsboro Road Orangeburg, SC 29115	68,983
32	St. James Galliard Elementary	1555 Gardensgate Road Eutawville, SC 29048	44,607
33	Star Center For Learning	6064 Slab Landing Road Cope, SC 29038	15,000
34	Technology Center	3720 Magnolia Street Orangeburg, SC 29118	100,271
35	The White House	3229 Cordova Road Cordova, SC 29039	3,500
36	Transportation Office	2945 Bamber Highway Orangeburg, SC 29115	1,600
37	Vance Provedence Elementary	633 Camden Road Vance, SC 29163	45,385
38	West DO Satellite Office	6030 Slab Landing Road Cope, SC 29038	9,295
39	West Maintenance Office	6026 Slab Landing Road Cope, SC 29038	6,850
40	Whittaker Elementary	790 Whittaker Parkway Orangeburg, SC 29115	72,886
		<i>Total Sq. Ft. of OCSD Facilities</i>	3,000,596

20 school district buildings listed in the Part V Section 5 of the Request for Qualifications document. The Detailed Energy Study as defined below will be subjected to a 3rd party reviewer selected by Orangeburg County School District at various stages in the process.

1) Utility Bill Analysis

- a) Acquire or Develop
 - i) Customer preliminary information including building names, addresses, square footages, dates built (and renovated/added to), type of space (i.e. office, classroom, etc.) and utility account numbers, furnished by Orangeburg County School District
 - ii) Electronic and/or hard copies of actual customer utility bills per account for the past 36 months from utility provider
 - iii) Acquire utility rate schedules including breakout of fuel adjustment and applicable taxes from Orangeburg County School District's energy supplier

- b) Analysis
 - i) Reconcile all meter numbers found during site visit with utility bill information
 - ii) Review utility billing for conformance with rate schedule/correct billings
 - iii) Identify opportunities to change rate schedule within existing utility
 - iv) Identify opportunities for interruptible rate
 - v) Identify, quantify, and obtain pre-approval for utility rebates
 - vi) Provide comparison of facility energy usage (BTU/Sq. Ft, \$/Sq. Ft) to similar facilities in the same geographic area
 - vii) Determine specific base line year to be normalized for weather
 - viii) Provide explanation of utility rates and schedules

- c) Deliverables (electronic format)
 - i) Utility analysis report (*Utility Analysis Report.doc*) to include analysis observations, and opportunities
 - ii) Utility analysis summary (*Utility Analysis Summary.xls*) to include utility data for all meters, meter numbers and locations

2) Site Survey

- a) Acquire or Develop
 - i) Building Drawings
 - (1) Identify and tag drawings to be copied and electronically scanned, furnished by Orangeburg County School District
 - (2) Fire evacuation floor plan sketches, furnished by Orangeburg County School District
 - (3) Take photographs to document areas of opportunity

 - ii) Building Envelope
 - (1) Identify and record information on facility architectural envelope
 - (2) Identify and report any indoor air quality issues
 - (3) Identify and report any existing facility problems and challenges

 - iii) Internal Loads
 - (1) Identify and record information on facility plug loads and all mechanical equipment

 - iv) Mechanical Equipment

- (1) Identify and record equipment information on all mechanical, electrical and plumbing systems
 - (2) Verify efficiency of major systems and equipment at full and part loads (i.e. boilers, chillers, etc.)
 - (3) Locate and verify all meter numbers, locations, and buildings served
- v) Scheduling
- (1) Interview staff and occupants, identify environmental, indoor air quality and comfort issues
 - (2) Ask about (and later verify) hours of operation of major energy consuming systems
 - (3) Identify and document building occupancy and utilization (and compare to above)
- vi) Measurement and Data Logging
- (1) Develop data logging and measurement plan to verify major equipment energy consumption and hours of operation, for review and approval by a 3rd party reviewer
 - (2) Perform field measurements and data logging as required by approved data logging and measurement plan
 - (3) Use instrumentation and methodology as approved by NEBB or equal to gather survey data
 - (4) With prior written consent, utilize NEBB or equal certified firms to augment staff for collecting field data.
- b) Analysis
- i) Identify and evaluate energy saving opportunities
 - ii) Identify and evaluate upgrades that are required because of CFC, IAQ, and code compliance issues
- c) Deliverables (electronic format)
- i) Proposed list of energy conservation measures (*ECM Matrix.xls*)
 - ii) Site survey notes (*Survey Notes.doc*)
 - iii) Site survey equipment data (*Existing Equipment List.xls*) (brand name, age, type, quantity, size, location, capacities, system type, etc.)
 - iv) Photographs (digital)

3) Base Line Model Development

- a) Acquire or Develop
- i) Site survey information (*Survey Notes.doc*)
 - ii) Utility baselines normalized for weather provided by ESCO
 - iii) Utilize DOE approved software to simulate baseline energy usage of facility
 - iv) Acquire most recent software updates
 - v) If performed under separate contract acquire surveys and analysis performed by others (i.e. lighting, water fixtures, steam traps)
- b) Analysis
- i) Verify validity of model by calibrating to normalized utility bills (modeled usage to be within 5% of actual usage and demand on a monthly basis)
 - ii) Utilize in software models the identified lighting wattages on a room by room basis
 - iii) Coordinate room names in baseline model with actual room names in lighting analysis

- iv) Validate operating hours and fixture wattages surveyed in lighting analysis performed by others
 - v) Identify overall savings opportunities and development of proposed energy conservation measures
- c) Deliverables (electronic format)
- i) Energy modeling software baseline comparison charts (*Baseline Comparison Chart.xls*)
 - ii) Archived Energy models submitted in reusable format for 3rd party reviewer use or review
 - iii) Proposed list of energy conservation measures (*ECM Matrix.xls*)

4) Simulation of Energy Conservation Measures

- a) Acquire or Develop
- i) Develop proposed list of energy conservation measures (*ECM Matrix.xls*)
 - ii) Develop and archive energy simulation baseline models
 - iii) Develop energy conservation measure savings summary customized for project (*ECM Savings Summary.xls*)
 - iv) Utilize DOE approved software for energy savings analysis
- b) Analysis
- i) Each energy conservation measure shall be evaluated and reported separately on a per building basis
 - ii) Evaluate baseline adjustments precluding other energy conservation measures, for example, increased ventilation air to meet prevailing code requirements
 - iii) Coordinate the cascading order of proposed energy conservation measures prior to energy simulation. Facility energy conservation measures such as envelope, internal loads, and control strategy improvements shall be analyzed before equipment replacement is considered so not to double dip energy savings
- c) Deliverables (electronic format)
- i) Proposed energy conservation measure narratives (*ECM Descriptions.xls*)
 - ii) Proposed energy conservation measure list (*ECM Matrix.xls*)
 - iii) Completed energy conservation measure savings summary(*ECM Savings Summary.xls*)
 - iv) Archived energy simulation models submitted for 3rd party review

5) ECM Implementation Descriptions (*Steps 5 and 6 repeat themselves until a final scope is agreed upon and approved*)

- a) Develop
- i) Proposed energy conservation measure narratives (*ECM Descriptions.xls*)
 - ii) Proposed energy conservation measure list (*ECM Matrix.xls*)
 - iii) Archived energy simulation models
- b) Analysis
- i) Identify and record energy conservation measure details necessary to prepare descriptions for implementation
 - ii) Participation to identify savings potential of proposed energy conservation measures
 - iii) Work with Orangeburg County School District to develop BAS points list and strategies
- c) Deliverables (electronic format)

- i) Implementation report (*ECM Implementation Report.doc*) will describe major steps to implement energy conservation measures. Implementation Report shall include at a minimum energy conservation measure narrative, nominal design capacities, control sequence of operation, quantities, sizes, locations and drawings/sketches

6) Project Refinement with ECM Modeling Iterations/Additions/Deletions (*Steps 5 and 6 repeat themselves until a final scope is agreed upon.*)

- a) Acquire or Develop
 - i) Revised energy conservation measure list (*ECM Matrix.xls*) as required by a 3rd party reviewer
- b) Analysis
 - i) Provide additional iterations/re-runs of energy simulation models based on revised (*ECM Matrix.xls*) before generating Detailed Study Report
- c) Deliverables for each Iteration (electronic format)
 - i) Revised implementation report (*ECM Implementation Report.doc*)
 - ii) Revised energy conservation measure list (*ECM Matrix.xls*)
 - iii) Revised savings summary (*ECM Savings Summary.xls*)
 - iv) Revised archived energy simulation models in an agreed upon format for 3rd party reviewer

7) Detailed Study Report Generation (*Detailed energy study report shall not be started until Steps 5 and 6 are completed and approved by a 3rd party reviewer*)

- a) Minimum report requirements
 - (1) *Executive Summary*
 - Energy consultant information – only include consultant’s name and affiliation
 - Brief description of facility – typically only state names and number of buildings, and total square footage
 - Summary of energy savings – this is the focus of the Executive Summary
 - Implementation strategy – this should only be an overall plan, not any specifics
 - Major customer operational benefits - highlights of opportunities and solutions
 - (2) *Existing Systems Descriptions*
 - Building envelope and type of general construction
 - Lighting systems
 - Heating and cooling air handling systems
 - Central plant heating and cooling systems
 - Domestic water systems
 - Base utility systems
 - Miscellaneous systems
 - Electrical service and distribution system
 - Equipment operation schedules - include seasonal as well as daily operation for respective system types
 - (3) *Building Utilization*
 - Building occupancy and utilization data
 - Indoor air quality conditions and concerns
 - Existing facility problems and challenges

(4) *Building Utility Data*

- Narrative of utility analysis report (*Utility Analysis Report.doc*)
- Identification of “floor” or overall average base cost (\$) of units of energy at time of analysis - to be used in future savings status calculations

(5) *Analysis Methodology*

- Methods used to develop energy models
- Methods used for estimating savings

(6) *Calculated Baseline*

- Comparison of actual/billed energy consumption baseline to simulated energy consumption baseline
- Comparison of existing facility energy usage (BTU/sq. ft./yr., \$/sq. ft./yr.) to similar facilities in the same geographic area
- Identify annual baseline energy usage per system category, i.e. lights, heating, cooling, fans, base utilities, miscellaneous equipment, etc.

(7) *Energy Conservation Measure Evaluations and Results*

- Predicted total energy baseline and savings (units of energy- will become part of the ESCO’s guarantee)
- Brief narrative of each energy conservation measure on an individual basis, include monthly breakdown of energy savings
- Recommendations – Break energy conservation measures into two sections: one for recommended energy conservation measures and one for energy conservation measures not recommended. Explain reason why energy conservation measures are recommended or not

(8) *Appendices:*

- *Utility Analysis Summary.xls*
- *Utility Analysis Report.doc*
- *Survey Notes.doc*
- Energy model input/output data; in format agreed upon with 3rd party reviewer
- *Baseline Comparison Chart.xls*
- *ECM Matrix.xls*
- *ECM Savings Summary.xls*
- *ECM Descriptions.doc*
- *ECM Implementation Report.doc*
- Lighting Data and Inventory
- *Existing Equipment List.xls*
- Facility Layout Key Plan drawing
- CD containing all electronic documentation and energy model archive files
- Other supporting documentation

b) *Deliverables*

- i) Prepare all documents in electronic format for review by Orangeburg County School District and their 3rd party reviewer
- ii) Provide three hard bound copies of detailed energy study report

8) Additional Detailed Energy Study Services

- a) Complete final recommended documentation for commissioning
- b) Provide cost / savings analysis of customer and 3rd party requested upgrades
- c) Provide cost / savings analysis of upgrades that are required because of CFC, IAQ, and code compliance issues

- Provide progress updates for the scope of services

(See Exhibit A –Comprehensive Detailed Energy Study Scope of Services)

- Establishes the necessity or not for additional progress meetings

Task	Percent complete (0-100%)	Outstanding Issues preventing completion
Utility Bill Analysis		
Acquired customer utility billing for past 36 mos., utility rate schedules, fuel adjustments and applicable taxes		
Identified optimal 12-month baseline period		
Identified opportunities to change rate schedules/utilities		
Provided comparison of facility energy usage		
Detailed Survey		
Identified/documentated info on facility architect. envelope, mech/elect/plumbing systems, bldg. occupancy/utilization		
Verified hrs. of operation & efficiencies of major equipment/energy consuming systems at full/partial loads (i.e. boilers, chillers, etc.)		
Used instrumentation/methodology approved by NEBB or equal for survey data. Utilized NEBB or equal certified firms to augment staff for collecting field data.		
Interview staff/occupants, identify envir./comfort issues		
Performed field measurements as required to obtain data to model building and evaluate ECM's (energy cons. meas.)		
Detailed Energy Analysis		
Verified validity of model by comparing to utility bills (modeled usage to be within 5% of actual usage)		
Identified ECM's and provided cost/savings analysis of the same. Performed design as required to accurately evaluate ECM's.		
Identified/quantified/obtain preapproval for utility rebates		
Developed BAS points list/strategies		
Preliminary design included. Narrative, sketches and preliminary sizing as required to develop pricing.		

III. AWARD / CONTRACT TERM

Term of Contract/Option to Renew: Any contract resulting from this RFQ shall have an initial contract period of one (1) year beginning establish date. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the Orangeburg County School District's Procurement Code and can be viewed at the Procurement Office upon request. The 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.

IV. TERMS AND CONDITIONS

1. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Coordinator.
2. BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Orangeburg County School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Coordinator, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Coordinator, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Coordinator shall be void and of no effect.
5. DISCUSSIONS WITH BIDDERS: After opening, the Procurement Coordinator may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
6. DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Coordinator in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court

in the State of South Carolina. Contractor agrees that any act by Orangeburg County School District regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7. EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
8. FALSE CLAIMS: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
9. FORCE MAJURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
10. NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.
11. NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
12. PUBLICITY: Contractor shall not publish any comments or quotes by Orangeburg County School District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Coordinator.
13. PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.
14. SETOFF: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

15. SURVIVAL OF OBLIGATION: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.
16. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
17. THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.
18. WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Coordinator has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

V. SPECIAL INSTRUCTIONS

1. CHANGES:
 - (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Coordinator may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
 - (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
 - (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Coordinator in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
 - (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. **COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
 3. **CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:** The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. **Orangeburg County School District shall be listed as Certificate Holder.**
 4. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:	
General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):	
Combined Single Limit	\$1,000,000
WORKERS COMPENSATION: State Statutory	
Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000
- Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Orangeburg County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.
5. **CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
 6. **CONTRACTOR'S OBLIGATION:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7. DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.
8. DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
9. DESCRIPTIVE LITERATURE: Your offer must include manufacturer's latest literature showing complete product specifications.
10. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
11. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. INDEMNIFICATION-THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify Orangeburg County School District, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.
13. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
14. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.
16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.
17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
18. PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”: Upon request and adequate justification, the Procurement Coordinator may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for products, as determined by the Procurement Coordinator. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.
19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.
20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Coordinator may terminate this contract in whole or in part, for the convenience of the District. The Procurement Coordinator shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Coordinator may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies-The Procurement Coordinator may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Coordinator: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Coordinator, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Coordinator does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Coordinator may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Coordinator and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Coordinator shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

21. **WARRANTY:** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
22. **IRAN DIVESTMENT ACT OF 2014:** (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

VI. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY

Statement of Policy

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