



## Request for Bid

*Solicitation Number: 18-19-9*  
*Date Issued: 4/17/19*  
*Procurement Officer: Pamela Phillips*  
*Phone: (864) 594-6179*  
*Email Address: phillips@spart7.org*

**DESCRIPTION: FURNITURE – NEW SPARTANBURG HIGH SCHOOL**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

**MAILING ADDRESS:**

Spartanburg School District Seven  
 Attn: Pamela Phillips  
 PO Box 970  
 Spartanburg, SC 29304

**PHYSICAL ADDRESS:**

Spartanburg School District Seven  
 Attn: Pamela Phillips  
 610 Dupre Drive  
 Spartanburg, SC 29307

**SUBMIT OFFER BY: May 2, 2019 at 2:00 PM**

**QUESTIONS MUST BE RECEIVED BY: April 25, 2019 before 10:00 AM**

(please direct questions to Pamela Phillips at [phillips@spart7.org](mailto:phillips@spart7.org))

NUMBER OF COPIES TO BE SUBMITTED: One (1) marked "Original"

CONFERENCE TYPE: Not Applicable  
 DATE & TIME:

LOCATION:

**AWARD & AMENDMENTS**

The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://spartanburg7.org/resources/procurement>

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 thirty (30) calendar days after the opening date.

**NAME OF OFFEROR**

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

**AUTHORIZED SIGNATURE**

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

**TAXPAYER IDENTIFICATION NO.**

(See "Taxpayer Identification Number" provision)

**TITLE**

(business title of person signing above)

**PRINTED NAME**

(printed name of person signing above)

**DATE SIGNED**

**STATE OF INCORPORATION**

(If you are a corporation, identify the state of incorporation.)

**OFFEROR'S TYPE OF ENTITY: (Check one)**

- Sole Proprietorship       Partnership       Other \_\_\_\_\_  
 Corporate entity (not tax-exempt)       Corporation (tax-exempt)       Government entity (federal, state, or local)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)
	_____ Area Code - Number - Extension                      Facsimile
	_____ E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address ( <b>check only one</b> )	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address ( <b>check only one</b> )

<b>ACKNOWLEDGMENT OF AMENDMENTS/ADDENDA</b> Offeror' s acknowledges receipt of amendments/addenda by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
------------------------------------	----------------------	----------------------	----------------------	-------------------------

<b>MINORITY PARTICIPATION</b> Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____ If yes, South Carolina Certification # _____
---

Spartanburg School District Seven is seeking responsive and responsible vendors to provide and install classroom furniture as specified in Section III, Scope of Services based on the specifications described in this Request for Bid.

**All proposers must submit One (1) copies of their bid.**

**Bids will be accepted until 2:00 PM on Thursday, May 2, 2019.**

At that time, each bid will be opened and the proposers name read aloud. No other information will be announced at that time.

**LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

*Sealed bids may be mailed to:*

**Spartanburg County School District 7  
PO Box 970  
Spartanburg, SC 29304**

*Or hand-delivered to:*

**Spartanburg County School District 7  
610 Dupre Drive  
Spartanburg, SC 29307**

**Mark sealed packets:  
RFB 18-19-9 “*Furniture*”  
Attn: Pamela Phillips**

**Sealed bid packages must include completed copies of pages 1, 2, 19 (Bidding Schedule), 20 and, 21 (if applicable); as well as all requirements found in Section III, Scope of Services.**

**In addition, a copy of your current professional/business license and a W-9 form should be attached to your bid documents.**

**All questions must be addressed to Pamela Phillips ([pPhillips@spart7.org](mailto:pPhillips@spart7.org)) and must be received by Thursday, April 25, 2019 before 10:00 AM.**

## I. GENERAL PROVISIONS

- A. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the bid/bid or to procure any good or service.
- B. The Procurement Code and Regulations of Spartanburg County School District 7 will govern and supersede any and all documents, bids and policies, whether stated or implied.
- C. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

### D. Addenda

Addenda shall be issued prior to the RFB submittal date and time for the purpose of modifying or interpreting the bid instructions through additions, deletions, clarifications, or corrections.

Addenda shall be forwarded to all potential Offerors who are known by the District to have received a complete copy of the RFB. Addenda will be posted on the district website <https://www.spartanburg7.org>. No addenda shall be issued later than three (3) days prior to the RFB submittal date except to:

1. Withdraw the RFB solicitations
2. Postpone the RFB submittal date and time

The District shall not be legally bound by any amendment or interpretation that is not in writing.

### E. Affirmative Action

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.

### F. Approval of Publicity Release

The vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

G. Authorization and Acceptance

The bid must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this RFB. It is understood that your bid is firm for a period of thirty (30) days from the bid due date.

H. Clarifications

The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, or to seek or provide other information regarding the Offeror's bid. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his/her bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

I. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to the RFB shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the bid they consider to contain proprietary information.

J. Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their bid.

K. Correction of Errors on the Bid Form

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

L. Insurance

The Vendor shall maintain, throughout the performance of its obligations under the Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and

destruction of, property arising out of or based upon any act or omission of the Vendor or any of its approved subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

All vehicles that travel on school district grounds must have insurance as required by the State of South Carolina.

M. License and Permits

During the term of the contract, the Vendor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, state, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract. A copy of your current business license should be included with your bid documents.

N. Offeror's Qualifications

The Offeror must, upon request, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this bid. The District reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein. No bid or bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

O. Bid Constitutes Offer

By submitting a bid, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any bid containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such bid non-responsive. Any inconsistencies between the RFB and any other contractual instrument shall be governed by the terms and conditions of this RFB, except where subsequent amendments to any contract resulting from this RFB award are specifically agreed to in writing by the parties to supersede any such provisions of this RFB.

P. Bid Expenses

The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Vendor's response to this solicitation.

Q. Rejection/Cancellation

The District reserves the right, to accept or reject, in part or in entirety, any or all bids, to negotiate with all qualified proposers and to cancel in part or in entirety this

solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

R. Subcontracting

The successful Offeror will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this RFB is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.

S. Unlawful Acts

The District interprets a signed bid as signifying that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the State of South Carolina or United States law.

T. Withdrawal of Bid Response

A bid response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Director of Procurement prior to the date and time set for receipt/opening of the bid responses. If the District fails to accept the response or award a contract within thirty (30) days after the bid opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

## II. GENERAL TERMS & CONDITIONS

A. Contract Terms

The term of the contract resulting from this solicitation will be until completion of the project. A purchase order issued to the successful Proposer will constitute a binding agreement between both parties.

B. District or School Regulations

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property.

**Background Checks** As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor.

The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

C. Drug-free Workplace

By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C.Code Ann, (1976).

D. Equal Opportunity

The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, immigrant status, English speaking status, ancestry or physical handicap.



E. Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act. (Compliance Agreement attachment, p. 21)

F. South Carolina Law

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state.

G. Excess Costs

The Vendor 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 Vendor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Governments 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 of both the Vendor and subcontractor, and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost 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 Vendor to meet the required delivery schedule.

H. Governing Laws

All bid documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

I. Indemnification

The Vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of, or through injury (including death) to any person(s) or damage to any property to any location in which

work is located arising out of or suffered through any act or omission of the Vendor(s).

J. Interpretations

If any questions arise from this solicitation, respondents must contact the District's Procurement Officer, Pamela Phillips at [pPhillips@spart7.org](mailto:pPhillips@spart7.org). Any response to the respondent's request for interpretation of documents will be made by addendum if the Procurement Officer believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.

K. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed any and all requirements.

L. Right to Protest

Any prospective proposer, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within ten (10) days of the date of issuance of the Request for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

M. Save Harmless

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the proposer use of material furnished to the Offeror by the District.

N. Termination

Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

1. Termination for Convenience

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

## 2. Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions.

### III. SCOPE OF SERVICES

Spartanburg School District Seven is soliciting bids from interested and qualified vendors to provide and install specified furniture (see attached specifications sheets and bid tabulation). **No substitutions will be allowed.** All furniture will be installed as scheduled with the School District Furniture Coordinator. Installation to include unboxing, assembling, installation into rooms and removal and disposal of any trash. Onsite contractor or district dumpsters will not be available. Trash will need to be disposed of offsite with awarded vendors. Finishes and fabrics are listed but will be finalized prior to the final order. The building is currently under construction but is expected to be completed in phases May 13, 2019 through August 14, 2019. Because of construction, schedule elevators may or may not be available for use by installers.

### IV. AWARD CRITERIA

Award will be made by Lots to the lowest priced responsible bidder or bidders.

The district reserves the right to increase or decrease the quantities specified in this bid for any or all items. Quantities are listed but will be finalized prior to the final order with awarded vendors.

The successful bidder shall hold the awarded price constant for 120 days.

All bidders requiring a deposit, if awarded, need to state the information on their bid document.

**Quantities are estimates. The district has the right to increase or decrease quantities.**

### V. CONTRACT TERM

The term of the contract resulting from this solicitation will be until completion of the project. The District's Purchase Order will serve as the official contract. Terms of Payment will be Net 30 days upon final installation of furniture.

**Lot 1: HON Smartlink Teacher Station** (Total of 126)

Dimensions: 30" D x 72" W

Model: HLT2672

Laminate Top: Wilsonart Brazilwood 7946-38

Base: Platinum Metallic TI

Grommet: none

Quantity: 126



**Lot 2: Hon Teacher Desk – Single Pedestal** (Total of 11 desk)  
**HON Metro Classic Pedestal Desk**

**Dimensions:**        **24” x 60”**  
Laminate Top:        Steel Mesh - A9

Base:                  Platinum Metallic TI

Quantity:        **5 TOTAL**

Ped Specs:    1 Right Ped, 1 Left Ped – PE Office 0876  
                  1 Right Ped, 1 Left Ped – PE Office 0861  
                  1 Left Ped – Outside Trainer Office

**Dimensions: 24” x 48”**  
Laminate Top: Harvest - C

Base:                  Charcoal - S

Quantity:        **2 TOTAL**

Ped Specs:    0882 1 Right Ped, 1 Left Ped

**Dimensions: 30” x 60”**  
Laminate Top: Harvest - C

Base:                  Charcoal - S

Quantity:        **4 TOTAL**

Ped Specs:    1717 1 Right Ped, 1 Left Ped  
                  1612 1 Right Ped, 1 Left Ped



**Lot 3: Hon Book Shelf**

**Dimensions: Series 800 5 Shelf Book shelf**

Color: Putty

Quantity: **15 TOTAL**

**Lot 4: Hon Lateral Letter File Cabinet**

**Dimensions: Series 210 5 Drawer file cabinet**

Color: Putty

Quantity: **20 TOTAL**

**Lot 5: Hon Vertical Letter File Cabinets**

**Dimensions: Series 210 5 Drawer Letter file cabinet**

Color: Putty

Quantity: **10 TOTAL**

**Lot 6: Hon Vertical Legal File Cabinets**

**Dimensions: Series 210 5 Drawer Legal file cabinet**

Color: Putty

Quantity: **80 TOTAL**

**Lot 7: COL-1: Nook Pods 11 TOTAL**

Dimensions: 78" W x 36" D

Exterior: White (standard finish – all other finishes are an upcharge)

Interior Back: White Markerboard

Power: Include light

Base: Metal Leg

Laminate: White

Quantity: 8 – Collaborations Areas (*2 per stairwell*)  
3 – Corridors (*1 per corridor*)  
**11 TOTAL**

Location: Collaboration Areas 2225, 2167, 2367, 2425  
Corridor 2007  
Corridor 2003  
Corridor 2001

Upholstery: Camira Gravity in Navy Blue CPC30



**Lot 8: Interior Systems Barcelona Booth Curved**

Dimensions: 92" W x 46" D x 34" H

Base: Silver Metallic Finish

Quantity: **6 Total**

Location: Cafeteria 1602

Upholstery: Back & Seat Back: DesignTex Concept 3464-401 in Marine with Nano & Moisture Barrier

Seats: Momentum Canter in Twilight (2)  
Momentum Canter in Maize (2)  
Momentum Canter in Kiwi Green (2)





**Lot 9: Thonet Bar Height Ottomans**

Dimensions: 30-31" High

Base: Casters

Quantity: **4 Total**

Location: Corridor 2000

Upholstery: Momentum Canter Epu in Twilight



**Lot 10: Falcon Comida Metal Counter Stool**

Dimensions: 32" H x 18" W x 19.75" D, 24" Seat

Frame Finish: Metal – Grade 1 E2 Silvertone

Quantity: **20 Total**

Location: Student Center 1505

Upholstery: Momentum Canter in Kiwi Green



**BIDDING SCHEDULE**

<b><u>Lot #</u></b>	<b><u>Quantity</u></b>	<b><u>Description</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
1.	126	HON Smartlink Teacher Station	_____	_____
2.	11	Hon Teacher Desk–Single Pedestal	_____	_____
3.	15	Hon Book Shelf	_____	_____
4.	20	Hon Lateral Letter File Cabinet	_____	_____
5.	10	Hon Vertical Letter File Cabinets	_____	_____
6.	80	Hon Vertical Legal File Cabinets	_____	_____
7.	11	COL-1: Nook Pods	_____	_____
8.	6	Interior Systems Barcelona Booth Curved	_____	_____
9.	4	Thonet Bar Height Ottomans	_____	_____
10.	20	Falcon Comida Metal Counter Stool	_____	_____

# South Carolina Illegal Immigration Reform Act

## Compliance Agreement

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

By signing this Agreement with Spartanburg School District Seven, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MINORITY PARTICIPATION - Voluntary Minority Participation**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>

## OFFEROR'S CHECKLIST

*AVOID COMMON MISTAKES!*

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!  
  
UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE
- ✓ MAKE SURE YOUR OFFER DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your offer.

### **SUBMIT WITH QUOTATION:**

- ✓ **Cover Page**
- ✓ **Page Two**
- ✓ **Bidding Schedule**
- ✓ **Spec Sheets & Descriptive Literature if applicable**
- ✓ **Any other forms requested-See page 3**