

	<b>Request for Proposal (RFP)</b>	<b>Solicitation #</b>	2223-011
		<b>Date Issued</b>	February 23, 2023
		<b>Procurement Official</b>	Shealyn Barnes Director of Procurement
		<b>Phone</b>	(864) 941-5793
		<b>E-Mail Address</b>	barness@gwd50.org

<b>Description:</b>	<b>Enrollment Forecasting and District-Wide Comprehensive Facilities Study</b>
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*The Term “Offer” Means Your “Bid” or “Proposal” or “Quotation”*

<b>SUBMIT OFFER BY</b>	<b>March 30, 2023 at 2:00 PM, EST</b>
<b>NUMBER OF COPIES TO BE SUBMITTED</b>	<b>Five (5) Hard Copy Originals &amp; One (1) USB of ORIGINAL Proposal and a REDACTED Copy</b>
<b>QUESTIONS MUST BE RECEIVED BY</b>	<b>March 10, 2023 at 1:00PM</b>

<b><u>Offers must be submitted in a sealed package</u></b> <b>Solicitation Number &amp; Opening Date must appear on package Exterior</b> <b>Emailed Bids will NOT be accepted.</b>
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Submit Your Sealed Offer to:

<b>Greenwood School District 50</b> <b>Procurement Office</b> <b>1855 Calhoun Rd</b> <b>Greenwood, SC 29649</b>
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<b>Conference Type:</b> Pre-Bid Meeting/Site Visit <b>Date &amp; Time:</b> N/A	<b>Location:</b> N/A
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<b>Award &amp; Amendments</b>	The Award, this solicitation and any amendments may be posted at the following web address: <a href="https://www.gwd50.org/apps/pages/index.jsp?uREC_ID=1683797&amp;type=d&amp;pREC_ID=1838562">https://www.gwd50.org/apps/pages/index.jsp?uREC_ID=1683797&amp;type=d&amp;pREC_ID=1838562</a>
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You must submit a signed copy of this form with your offer. By submitting an offer, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the opening date. You affirm that the district's original solicitation document has not been altered in any way. You acknowledge that you have read and understand all requirements, certifications, stipulations, terms, and conditions stated in the solicitation documents.

<b>Name of Offeror:</b>		<b>Offerors Type of Entity:</b> (Check One) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (Not Tax-Exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <i>(see “Signing Your Offer” Provision)</i>
<b>Authorized Signature:</b>		
<b>Printed Name:</b>	<b>Date:</b>	

STATE OF INCORPORATION		TAXPAYER IDENTIFICATION NO.	
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Complete & Return Page Two with Your Offer

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)	
	Phone	
	Fax	
	E-Mail	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)	
	ORDER FAX #	
<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check only one)	<input type="checkbox"/> Order Address Same as Home Office Address <input type="checkbox"/> Order Address Same as Notice Address (check only one)	

ACKNOWLEDGEMENT OF AMENDMENTS  Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date
	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date

MINORITY PARTICIPATION	Are You a South Carolina Certified Minority Vendor? (Yes or No):	
	If Yes, South Carolina Certification #	
	Are You a Minority Vendor Certified by Another Local, State or Federal Agency? (Yes or No):	
	If Yes, Agency Name	
	Are You a Minority Vendor That is Not Certified? (Yes or No):	

## SOLICITATION OUTLINE

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Proposal Contents
- IX. Attachments to Solicitation
  - A. Submittal Checklist
  - B. Fee Proposal Form

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### SCHEDULE OF KEY EVENTS:

EVENT	DATE	
Issue Date	February 23, 2023	
Pre-Bid – <b>Mandatory Site Visit</b>	N/A	
Deadline for Questions	March 10, 2023 @ 1:00 PM, EST	
Response to Questions (Amendment Issued)	March 13, 2023	<i>Anticipated</i>
Solicitation Due Date & Time	March 30, 2023 @ 2:00 PM, EST	
Award Issued	April 18, 2023	<i>Anticipated</i>
Board Approval (If Required)	TBD	
Purchase Order and/or Notice to Proceed Issued	TBD	<i>Anticipated</i>

## **I. ABOUT GREENWOOD SCHOOL DISTRICT 50**

Greenwood School District 50 is located in the upstate of South Carolina. It is the largest of three school districts in Greenwood County. Greenwood School District 50 serves 9,145 students. These students are housed in eight (8) elementary schools, three (3) middle schools, two (2) high schools, one (1) Early Childhood & Montessori School, one (1) technology center and (1) one alternative center.

## **I. SCOPE OF SOLICITATION**

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:** It is the intent of Greenwood School District 50 to solicit proposals to contract for consulting services, from a qualified firm, capable of providing all evaluative services to project future growth and prepare a long-range facilities and comprehensive maintenance plan, to support the District's initiatives. The District desires to contract with a professional firm, who specializes in educational facilities planning, particularly K-12, to provide evaluative services to support the planning of all analyses.

The focus of this study will include all educational facilities/buildings and their operating systems (i.e., HVAC, Mechanical, Electrical, Plumbing, etc.), all grounds, athletic facilities, athletic fields, administrative buildings, maintenance buildings and grounds, as well as, computer infrastructure, security, and technology equipment.

The assessment must project the needs of the District for the next ten years; the needs will be separated by immediate needs (within the next year), short term needs (two to five years), and long term needs (six to ten years).

**MAXIMUM CONTRACT PERIOD – ESTIMATED:** – It is the intent of the District to award a multi-term contract for the initial contract period, to begin upon Notice to Proceed and end one (1) calendar year later. **The District may extend this contract for an additional year.**

## **II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

**AUTHORITY** means the South Carolina State Fiscal Accountability Authority or its successor in interest.

**BOARD** means the Greenwood School District 50 Board of Trustees.

**BUSINESS** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

**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 officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer 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.

**DISTRICT** means Greenwood School District 50

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

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

**PAGE TWO** means the second page of the original solicitation, which is labeled Page Two.

**PROCUREMENT OFFICER** means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

**YOU and YOUR** means Offeror.

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

**STATE** means the State of South Carolina

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the work.

**US or WE** means Greenwood School District 50

**USING GOVERNMENTAL UNIT** means the District.

**WORK** means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening.

All actual and prospective Offerors should monitor the Vendor Registry website linked on our website at

[https://www.gwd50.org/apps/pages/index.jsp?uREC\\_ID=1683797&type=d&pREC\\_ID=1838562](https://www.gwd50.org/apps/pages/index.jsp?uREC_ID=1683797&type=d&pREC_ID=1838562)

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AUTHORIZED AGENT:** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

**AWARD NOTIFICATION:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with the 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 Officer 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.

**BOARD AS PROCUREMENT AGENT:** The Procurement Officer is an employee of the District acting on behalf of the District pursuant to the District's Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District.

**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. (a) By submitting an offer, the offeror certifies that-

(1) 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.

(2) 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

(3) 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.

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

(1) 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

(2)(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.

(c) 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:**

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

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by 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.

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

- (2) "Principals," for the 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).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**CODE OF LAWS AVAILABLE:** The Greenwood School District 50 Procurement Code is available at:  
[www.gwd50.org](http://www.gwd50.org)

**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).

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer of the District or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room prior to the opening.

**TOBACCO FREE ENVIRONMENT:** The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the grounds of any District building.

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

**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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

**ETHICS 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 District 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 officer at the same time the law requires the statement to be filed.

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

**OPEN TRADE REPRESENTATION:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall file and intent to protest within 7 business days of the date notification of award is posted in accordance with this code. The actual protest must be filed within 15 calendar days of the award or intended award. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Assistant Superintendent of Business.

**PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer.

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.*

**PUBLIC OPENING:** Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**QUESTIONS FROM OFFERORS:** Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**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.

(a) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for

Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(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 Officer. [R.19- 445.2070 and Section 11-35-1520(13)]

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(d) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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.

(e) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation.

**SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the

person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**DISTRICT OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government 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. Useful information may be available at: [www.gwd50.org](http://www.gwd50.org)

**SUBMITTING CONFIDENTIAL INFORMATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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 Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it 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 Greenwood School District 50, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District 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 – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) 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.

**TAXPAYER IDENTIFICATION NUMBER:** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**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 S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

**CLARIFICATION:** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**DESCRIPTIVE LITERATURE – LABELING:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**PROTEST:** Any protest must be submitted in writing to the Assistant Superintendent of Business for Greenwood School District 50, (a) by email to [smithrd@gwd50.org](mailto:smithrd@gwd50.org) (b) by facsimile at (864) 941-5793 or (c) by post or delivery to 1855 Calhoun Road, Greenwood, SC 29649.

## **III. SCOPE OF WORK / SPECIFICATIONS**

**SCOPE:** It is the intent of Greenwood School District 50 to solicit proposals to contract for consulting services, from a qualified firm, capable of providing all evaluative services to project future growth and prepare a long-range facilities and comprehensive maintenance plan, to support the District's initiatives. The District desires to contract

with a professional firm, who specializes in educational facilities planning, particularly K-12, to provide evaluative services to support the planning of all analyses.

The focus of this study will include all educational facilities/buildings and their operating systems (i.e., HVAC, Mechanical, Electrical, Plumbing, etc.), all grounds, athletic facilities, athletic fields, administrative buildings, maintenance buildings and grounds, as well as, complete educational adequacy assessment, computer infrastructure, security, and technology equipment. The assessment must project the needs of the District for the next ten years; the needs will be separated by immediate needs (within the next year), short term needs (two to five years), and long term needs (six to ten years).

All responses must be complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the response fails to conform to the essential requirements of this request, the District and the District alone will be the judge as to whether that variance is significant enough to consider the request non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful Offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

#### **A. Assessment of Demographics and Enrollment Projections**

The District is seeking a firm with proven experience using GIS analysis and historical and current enrollment trends to provide reliable data to use for fact based decision-making. Additionally, the firm must be able to provide analytics that will allow the District to generate GIS-based scenarios to explore attendance area changes and analyze impacts to affected schools. The desired result shall be a year-by-year, school-level membership forecast over a minimum of ten-years. If future-state analytics and what-if scenario testing requires software or other licensing, this cost must be included on the fee proposal form.

#### **B. Assessment of Current Utilization**

The firm must evaluate and analyze the District's current utilization of classroom and office spaces and propose a plan for increasing efficiency of use for those resources in terms of:

1. Ensuring school capacities are maximized based on projected enrollments to ease issues of overcrowding;
2. Ensuring facility space is adequately used to meet target class sizes for each grade level;
3. Ensuring grade level configuration and class scheduling maximizes facility use;
4. Identifying existing space that may be converted to other use;
5. Identifying areas within each facility where renovation, demolition, or expansion will expand/improve facility use;
6. Determining other needs required to meet the goals for immediate and future use.

The desired outcome is a thorough assessment of how the District is currently using its facility resources and identification of targeted areas where renovation, expansion, consolidation, or reorganization will maximize utilization. The report should include square footage per student, per school level, etc.

#### **C. Assessment of Existing Facilities to Include a Comprehensive Maintenance Plan (CMP)**

1. The District seeks the most accurate information possible regarding maintenance needs and associated costs. Information obtained shall be utilized for informed decisions relating to educating students in safe, healthy, functionally, efficient, and attractive environment. It is the District's intent to effectively and

efficiently utilize all maintenance resources in pursuit of maintaining District assets in as near original condition as possible.

2. The assessment shall address the following components, in the following areas, at a minimum:
  - a. Areas where existing facilities and site developments are deficient in terms of life safety codes. Such as, Occupational Safety and Health Administration (OSHA), Americans with Disabilities Act (ADA), Internal Air Quality (IAQ), etc. Special attention shall be given to items related to fire, safety, code compliance, and Internal Air Quality (IAQ).
  - b. Physical conditions/status of roofing systems, fire alarm systems, security (to include front entrance buzzer system and door access control), camera systems, telephone systems, network, and data.
3. The CMP shall provide a school by school, on-site physical assessment of existing facilities and related equipment in the following areas at a minimum:
  - a. HVAC – including cooling towers, chillers, boilers, and associated equipment (including nameplate data)
  - b. Plumbing – including interior and exterior water/sewer piping, valves/backflow devices, and all fixtures
  - c. Electrical systems – including interior and exterior lighting levels, switchgear, distribution network, internal wiring and fixtures (including nameplate data)
  - d. Carpentry/Masonry – including interior and exterior doors, walls, carpet/tile and wood floors, windows, ceilings, cabinetry, hardware and restroom partitions
  - e. Painting – including interior and exterior walls and other structures
  - f. Grounds/landscape – including site drainage, asphalt, concrete, sprinkler systems, playgrounds and general appearance
  - g. Athletic Facilities – including buildings, bleachers, tracks, fencing, field conditions/drainage, etc.
  - h. Remote mechanical system controls for energy management.
4. The CMP shall also include any recommendations for improvement of ongoing maintenance and custodial policies/practices which could be implemented to avoid or reduce current and/or future expenditures. Equipment life-cycle standards shall be utilized to formulate and prioritize present and future maintenance needs, including capital replacement costs. Identification of possible funding sources available to the District should be explored and recommendations given to fully utilize existing budgets.

#### **D. Educational Adequacy Assessment**

The awarded firm will perform a complete Educational Adequacy Assessment for all District facilities. Each facility shall be evaluated to ensure the space adequately supports the instructional program it houses so the desired learning outcomes are achieved. The firm shall establish the Educational Adequacy Assessment guidelines to be used and create an evaluation tool that incorporates industry standards and best practices. Additionally, the South Carolina Department of Education and Greenwood School District 50 standards must be incorporated into the assessment tool. The firm shall be required to perform a thorough assessment of the established factors within the school structure, which impact student learning and achievement. The firm shall communicate and correspond with District staff, teachers, administrators, parents, and other stakeholders to develop goals and address essential needs when developing the overall assessment tool. Factors to be evaluated include, but are not limited to:

1. Capacity;
2. Ability to support standard school programs from academic core areas to Special Education needs, visual arts, performing arts, and physical fitness;
3. Technology and other infrastructure to support varied modes of instruction;
4. Security and supervision;
5. Physical characteristics of the building and classroom;
6. Environmental elements such as lighting, flooring material, climate control, and noise level.

The desired outcome will be a blended facility rating based on the assessment of existing facilities and educational adequacy assessment, which includes recommendations for expansion, renovation, and replacement. The desired outcome is a report of the current state of each District facility and the degree to which it supports academic achievement and 21<sup>st</sup> Century learning methodologies.

#### **E. Long Range Facilities Plan**

Tasks A-D shall culminate in a final long range facilities plan, which will create the foundation for strategic decision making by District Staff, Administration, and the Board of Trustees pertaining to facilities and capital investments. The plan must be comprehensive and shall address the most urgent assignment issues, facility deficiencies, and critical system concerns identified during the execution of all tasks noted above. The plan shall provide recommendations for facility improvements, renovations, or expansions that will allow the District to not only keep pace with projected enrollment trends, but also provide facilities that are safe, compliant, sustainable, and conducive to academic success. The plan is expected to synthesize boundary and program location changes, as well as facility capital improvements, in a manner that improves the existing utilization, while at the same time minimizing the capital improvement funding required. The final plan must include practical and realistic recommendations with reliable cost estimations and timelines.

Information provided in the long range facilities plan must include, but is not limited to:

1. A ten-year demographic and enrollment projection to include methodologies used to achieve the data presented;
2. Provide an overview of the current state of the District's facility utilization, condition, and educational adequacy;
3. Recommend a strategic plan for facility optimization by expanding or renovating existing locations to achieve educational adequacy and facility use goals that align with projected growth;
4. Recommend future land acquisitions, to include acreage for new facilities in areas of growth;
5. Recommendations for facility utilization that includes a plan for future land acquisition, if required;
6. Recommend a capital outlay plan for current and future facility needs that include a deferred maintenance plan for major systems at each site, address spatial issues for long and short term growth by location to include projections for utilization, disposal, or acquisition of mobile units to coincide with plans for renovation and building plans;
7. Recommend alternate uses for buildings or repurpose current facilities for use as specialty schools, administrative facilities, etc.;
8. Provide a solution for the District to update enrollment projections in the future;
9. Provide reliable cost estimations and timelines for recommendations.
10. Recommendations need to address immediate needs (within the next year), short term needs (two to five years), and long term needs (six to ten years).

#### **F. Deliverables**

1. Project reporting

The Offeror shall present a draft report and a final report to the District containing, at a minimum:

- a. Results of each area activity as outlined in the Scope of Work, in both detail and summary form, including narrative and quantitative information;
- b. Recommendations for improvement, including discussion of financial impact, benefits, and operational implications;
- c. Procedures for transition process to achieve recommendations, if appropriate to the task

2. Floor Plans and CAD drawings

Make recommendations to the District regarding the update and organization of its' school floor plans. The District will require access to any CAD drawings created throughout this process as a deliverable.

3. Timelines for Submission of Reports

- a. A draft report on or about six (6) months from date of award or mutually agreed upon date. The draft reports shall be submitted in an electronic format (MS Word) and ten (10) hard copies to the Assistant Superintendent of Business
- b. The final report is due on or about eight (8) months from date of award or a mutually agreed upon date. The final report shall be submitted in electronic format (MS Word) and ten (10) hard copies to the Assistant Superintendent of Business
- c. During the onsite work, periodic briefings may be required the Assistant Superintendent of Business or a designated party whenever appropriate.
- d. The Offeror shall make a final presentation to the Superintendent and Board of Trustees at a Board Meeting, eight (8) to nine F(9) months from date of award.

**G. Request for Clarification**

1. The District has endeavored to provide accurate information in this RFP; however, the accuracy of the data is not guaranteed. It is the sole responsibility of the Offeror to ensure that he/she has all information necessary for submission of a proposal and any subsequent negotiations.
2. A Bidder requiring clarification or interpretation of this request for proposal shall contact the Procurement Officer identified on page 1 no later than the date stated in the RFP. Note – it is expressly prohibited for any potential bidder to contact any other District employee relative to this solicitation, other than the Procurement Officer.
3. Interpretations, corrections, and changes of the request for proposal shall only be made by addendum. Any interpretations, corrections, and changes to the information provided in the request for proposal made in any other manner than by addendum shall not be binding, and the Offeror shall not rely on them.

**H. Subcontracting**

1. Where Offerors do not have the in-house expertise or manpower to provide the full scope of services required by the District, to include but not be limited to, structural, civil, mechanical, electrical, landscaping services, information technology, etc., subcontracting of consultants for such services is permitted, with full disclosure and approval of the District. Such subcontracted consultants shall be clearly identified in the proposal.
2. Any Offeror, whose proposal includes subcontracting for such consultant services, shall be required to act as the prime contractor for all such services to be performed and must assume full responsibility for the quality and completeness of such services and the conformance of such services to any rules, laws, statutes, and regulations of the pertinent industry as well as the State of South Carolina. The successful Offeror will be the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of the RFP and any resulting contract. Acceptance by the District of any proposal including subcontracted consultants shall in no way infer any contractual obligation between the subcontracted consultants and the District.
3. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any intended subcontractors must be disclosed in the

proposal. The District has the right to request a substitution of any stated subcontracted consultant if it is in the best interest of the District to do so.

### **WORK SCHEDULE:**

Work cannot interfere with any school functions. See District calendar at [www.gwd50.org](http://www.gwd50.org) Schedule will be arranged with Greenwood School District 50 Maintenance Department. Scott Duncan, Director of Maintenance.

### **DISTRICT CONTACT:**

**Rodney Smith**  
**Assistant Superintendent of Business**  
**Greenwood School District 50**  
**[smithrd@gwd50.org](mailto:smithrd@gwd50.org)**  
**864-942-5413**

### **Schools/Locations:**

<b>School Name</b>	<b>Location</b>	<b>Year Built</b>	<b>Additions</b>	<b>Square Footage</b>
Early Childhood & Montessori School	1125 E. Cambridge Avenue, Greenwood SC 29646	1956		50,013
Hodges Elementary	4717 Main St. Hodges, SC 29653	1956	1986 & 1990	43,070
Lakeview Elementary	660 Center St., Greenwood SC 29649	1970	1990	75,192
Pinecrest Elementary	220 Northside Drive Greenwood SC 29649	1967	1980,1985	67,250
Mathews Elementary	725 Marshall Rd Greenwood SC 29649	2009	2022	97,655
Dr. Benjamin E. Mays Elementary	1608 Florida Ave. Greenwood SC 29646	1994		79,369
Merrywood Elementary	329 Deadfall Rd, Greenwood SC 29649	2008		90,450

Woodfields Elementary	1302 Emerald Rd., Greenwood SC 29646	2008		90,450
Eleanor S. Rice Elementary	1802 East Durst Ave., Greenwood SC 29649	1981	1990	73,399
Brewer Middle School	1000 Emerald Rd. Greenwood SC 29649	2005		127,430
Northside Middle	431 W. Deadfall Rd, Greenwood SC 29649	2007		127,430
Westview Middle	1410 West Alexander Rd. Greenwood, SC 29646	2003		127,430
Greenwood High	1816 Cokesbury Rd., Greenwood SC 29649	1969	1985,1969,1997,2015	267,722
Emerald High	150 Bypass 225 Greenwood, SC 29649	1980	1997,1998,2009,2010,2011, 2015	189,845
G. Frank Russell Technology School	601 East Northside Dr Greenwood SC 29649	1968	2006	64,807
Genesis Education Center/Adult Ed	400 Glenwood St. Greenwood SC 29649	1957		80,514
District Office	1855 Calhoun Rd Greenwood SC 29649	1985	2006	22,272
Maintenance Building	615 Chace Avenue, Greenwood SC 29649	1951	1953, 1980	42,088
Transportation	110 Elementary Ave. Greenwood, SC 29646	2017		5,000

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL:** You shall submit a signed Cover Page and Page Two (2). Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Proposal Content; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

#### V. QUALIFICATIONS OF OFFEROR

1. By submitting a proposal, the Offeror represents that he/she has read and understands the request for proposal requirements and that the proposal is made in accordance therewith;
2. That he/she understands the services as outlined in the request for proposal and any addenda thereto such that failure to request clarification shall be deemed a waiver of such need for clarification;

3. That the Offeror is qualified and capable of providing all evaluative services in conformance with the goals established in this RPF and all rules, laws, statutes, and regulations of the industry, as well as the State of South Carolina, and that the Offeror knows of no reason why the firm cannot enter into a contract with the State of South Carolina or the District;
4. That the Offeror is an authorized representative of the firm, who has the authority to make such representations and offers on behalf of the firm and enter into such contractual arrangements binding the firm as identified in this request for proposal;
5. That any proposal submitted constitutes a firm offer for a period of ninety (90) days and fully discloses any terms, conditions, requirements, or limitations that may prevent the Offeror from being governed by the terms and conditions as set forth in this request for proposal;
6. That, by submitting a proposal, the Offeror certifies that he/she nor anyone employed by the firm has divulged to, discussed with, nor compared any proposal with any other Offeror or potential Offeror and has not colluded with any other Offeror or parties to this competitive solicitation;
7. That he/she has fully disclosed and explained the scope of services, Offeror qualifications, Offeror capabilities, administrative requirements, benefits inherent in the proposal, in good faith, whether positive or negative to the interests of, or requirements requested by, the District;
8. That the Offeror takes full responsibility for timely submission of the proposal in accordance with the requirements of this request for proposal;
9. That he/she agrees that the terms and conditions of this request for proposal and any addenda thereto shall constitute the substantive terms and conditions of any resulting contract and that no default from performance shall occur by virtue of mistake, misunderstanding or lack of clarity by the Offeror;
10. That he/she understands that any fees or changes to the terms and conditions associated with the services requested and offered shall be negotiated with those Offeror's preliminarily selected by an evaluation team and that award of any contract shall be contingent upon the successful negotiation of all terms and conditions and fees satisfactory to the District.

**SUBCONTRACTOR – IDENTIFICATION:** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

The District has the right to verify subcontractor's background and make a determination to approve or disapprove the use of submitted subcontractor(s). The District has the right to request the removal of Contractor's subcontractor staff considered inadequate.

## **VI. EVALUATION & AWARD CRITERIA**

POTENTIAL AND ACTUAL PROPOSERS SHALL NOT CONTACT MEMEBERS OF THE BOARD OF TRUSTEES OR THE DISTRICT SELCTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.

**RESPONSIVENESS:** Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgement that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee.

**EVALUATION CRITERIA:** Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Selection Committee. The proposals that meet the stated qualifications and submission requirements shall be ranked utilizing the stated evaluation criteria (see below). Once an initial ranking of all proposals has been conducted, the District may elect to award to the top ranked firm or conduct interviews with the three highest ranked firms. If the Selection Committee elects to interview the top ranked firms, a list of firms selected for interview shall be sent to all firms that submitted a proposal.

Demonstrated Qualifications and Expertise of the Firm & Key Personnel	30 Points
Work Plan/Approach	25 Points
References	10 Points
Financials	10 Points
Schedule	10 Points
SMALL/MOB/WOB Considerations	5 Points
Project Fees	10 Points
<b>TOTAL</b>	<b>100 Points</b>

**INTERVIEWS:** The District Selection Committee reserves the right to conduct interviews with the highest ranked firms after the initial evaluation has been completed, if needed. The primary purpose of the interviews shall be to provide such further information as may be required by the District Selection Committee to fully acquaint itself with the relative qualifications of the short-listed firms with regard to the project(s) and the District's needs. Elaborate presentations are discouraged, the District's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Any cost associated with the interview process shall be borne by the Consultant.

If Interviews are conducted, the interviews will be evaluated by the selection committee based on the following criteria and interviewees shall structure their presentation to address:

- a. Demonstrated work product
- b. Demonstrated ability to coordinate multiple disciplines and subcontractors
- c. Personal characteristics demonstrated

The average point scores of the personal interviews shall be added to the average point scores for the technical evaluation to determine the total point score for each Offeror. Offerors shall be ranked from highest to lowest.

**NEGOTIATIONS:** The Procurement Officer may elect to make an award without conducting negotiations. However, after the proposals have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked firm. Negotiations shall proceed down the rankings until the District has

successfully negotiated the fees and contract terms with an Offeror or the District determines that no satisfactory contract can be negotiated.

### **AWARD WILL BE MADE PENDING BOARD APPROVAL**

**AWARD TO ONE OFFEROR:** Award will be made to one Offeror.

**AWARD TO HIGHEST RANKED OFFEROR:** Award shall be made to the highest ranked, responsive, and responsible Offeror whose offer is determined to be the most advantageous to the District.

## **VII. TERMS AND CONDITIONS – A. GENERAL**

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

**BANKRUPTCY – GENERAL:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) 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 State 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.

**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.

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** 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 Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**DISCOUNT FOR PROMPT PAYMENT:** Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer 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 located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (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 the 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 as the Notice Address on Page Two 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.

**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.

**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.

**FIXED PRICING REQUIRED:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NO INDEMNITY OR DEFENSE:** Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

**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. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**OPEN TRADE:** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PAYMENT & INTEREST:** The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 1135-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post- judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

**PUBLICITY:** Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**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 or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SURVIVAL OF OBLIGATIONS:** 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.

**TAXES:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**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.

**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 Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

## **VII. TERMS AND CONDITIONS – B. SPECIAL**

### **CHANGES:**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer 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 Officer 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.

(5) During periods of unexpected and extraordinary circumstances, the Procurement Officer may change any contract to fit the needs of the District.

**COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACTOR'S LIABILITY INSURANCE – GENERAL:**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) The District and its officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District or its officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The

District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**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 have any employees or subcontractor employees who are sex offenders on school premises at any time.** The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor's personnel must wear an identification badge while on grounds.

**CONTRACTOR'S OBLIGATION – GENERAL:** 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.

**CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District and/or State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the Contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work. The Contractor will protect all structures, equipment, utilities, and vegetation on school property.

**DEFAULT:**

(a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.
- (f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- (h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

**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.

**ESTIMATED QUANTITY – UNKNOWN:** The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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.

**INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**INDEMNIFICATION - INTELLECTUAL PROPERTY:** (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. District shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon District. District shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by District. If neither (1) nor (2), above, is practical, District may require that Contractor remove the acquired item from District, refund to District any charges paid by District therefor, and take all steps necessary to have District released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

**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.

**OFFICE OF SCHOOL FACILITIES (OSF):** Contractor is responsible for all drawings and/or inspections that are required from Office of School Facilities (OSF). The District is not responsible for any drawings and/or inspections.

**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.

**OFFSHORE CONTRACTING PROHIBITED:** No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

**OWNERSHIP OF DATA & MATERIALS:** All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

**PRICE ADJUSTMENTS:**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (b) by unit prices specified in the Contract or subsequently agreed upon;
  - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
  - (d) in such other manner as the parties may mutually agree; or,
  - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**PRICING DATA – AUDIT – INSPECTION** [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is

related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the District context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the District.

**RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES:**

- (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
- (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
- (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

**SHIPPING / RISK OF LOSS:** F.O.B. Destination. Destination is the shipping dock of the District’s designated receiving site, or other location, as specified herein. (See Delivery clause)

**STORAGE OF MATERIALS:** Absent approval of the District, Contractor shall not store items on the premises of the District prior to the time set for installation.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is **twelve (12) months** from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW:** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR:** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least days prior to the expiration of the then current term.

**TERMINATION FOR CONVENIENCE:** (1) Termination. The Procurement Officer may terminate this

contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (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 Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2- 706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(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 Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(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 District beyond what it would have been if the subcontract had contained an appropriate clause.

**WARRANTY – STANDARD:** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

## **VIII. PROPOSAL CONTENTS**

Submit five (5) hard copy originals and one (1) USB containing a PDF version of the ORIGINAL proposal and a REDACTED copy. Please title the USB with the firm's name for identification purposes. The proposal shall speak for itself on behalf of the proposers. Proposers are discouraged from submitting supplementary materials or from making calls upon the District after the proposals have been submitted. Failure to comply with format requirements may cause the submittal to be removed from further consideration.

Information presented in the RFP shall conform to the following:

- All pages are to be numbered.
- Information submitted shall be tabbed and organized as stated below.
- Each section must re-state the subheading or question, followed by your response
- Font size shall not be less than 10 point.
- Submittals shall be provided in a three-ring binder or stapled upper left-hand corner.
- Responses must be concise and sufficient in detail to provide a thorough evaluation and assessment.

### **SECTION 1: Introduction**

Submit a cover letter which certifies the Offeror's ability to perform the services described herein and confirms the Offeror is willing to enter into a contract with the District. The letter shall be signed by a person having the authority to commit the Offeror to a contract. (two pages maximum).

### **SECTION 2: Table of Contents**

A Table of Contents of the material contained in the proposal should follow the Cover Letter. The Table of Contents should identify major points of discussion by page and should clearly cross reference the technical discussion to any related tables in the proposal

### **SECTION 3: Signatory/Information Sheets**

Pages 1, 2, and 36-37 – of this solicitation, duly executed.

### **SECTION 4: Executive Summary**

Provide information regarding the firm's general qualifications, experience and ability to perform the project-specific requirements as set forth in the scope of work. Include the number of years the Firm has provided planning services specifically for K-12 clients. If the use of sub-consultants is anticipated, submit the general qualifications, experience and detail the scope of work to be completed by the sub-consultant. Also, include how long the firms have worked together on similar projects and how management will ensure quality control and project coordination.

#### **SECTION 4: Qualifications and Expertise of the Firm & Key Personnel**

Identify all personnel (including principals and proposed staff), their responsibilities, and provide resumes, qualifications and licensing information. Identify at least two projects for school districts of similar size and scope to Greenwood School District 50 in which you have successfully provided K-12 Forecasting, Facility and Educational Adequacy Assessments, and a Facility Optimization Plan within the last five (5) years. Give location (SC experience is preferred), scope of the project, type of services provided, and the Owner's point of contact. Include all vital information that will allow the evaluation team to clearly identify that the proposed project team is equipped to perform the work called for in this solicitation. If sub-consultants will be used, submit their information as well.

#### **SECTION 5: Work Plan/Approach**

The work plan should describe in detail the specific methods, tasks and activities proposed to be undertaken to accomplish the goals as stated in this RFP. Any anticipated theoretical or practical problems associated with the completion of each requirement should be discussed. Solutions, alternatives, or contingency plans related to these problems should also be proposed if appropriate. Additionally, the work plan should include task initiation and complete schedules.

#### **SECTION 6: References**

The reference section shall describe selected engagements for other clients, preferably a school district, involving services similar to those requested by this RFP, which were successfully performed by the Offeror. Response should include name, address, phone number, and email address of at least two (2) public school districts (preferably in South Carolina) which the offeror provided services for in the last five (5) years.

#### **SECTION 7: Financial Responsibility**

Provide the Firm's audited financial statements for the past two (2) years. Copies of specialized licensing or other pertinent information that will help the evaluation committee determine the firm's ability to carry out this project may be included. Disclose any failed projects, suspensions, debarments, and significant litigation.

#### **SECTION 8: Schedule**

Offeror's response must include a statement addressing your ability and willingness to begin contract negotiations immediately upon selection.

Offeror's response must include a detailed project schedule delineating the activities to be performed to successfully accomplish all goals for this RFP and the associated duration of each task, as well as the individual/subcontractor responsible for that portion of work.

#### **SECTION 9: SMALL/MOB/WOB Considerations**

Is your firm a small/woman/minority business enterprise (SWMBE)? If so, please attach certificate to proposal.

#### **SECTION 10: Project Fees**

Provide a schedule of fees for the project per the provided fee proposal form (page 35 of the RFP). Please add any additional fees not captured on the provided form.

## SUBMITTAL CHECKLIST

This Submittal Checklist is intended to remind offerors of general documents required with your submittal. It may not be all inclusive. It is Your responsibility to include any additional documents requested in the solicitation that may not be listed on this checklist.

### SUBMIT WITH OFFER:

- ☐ **Cover Page**
- ☐ **Page Two**
- ☐ **Proposal Contents, Section VIII**
- ☐ **Drug Free Workplace Form**

### *AVOID COMMON MISTAKES!*

(Please review 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 CONTRACT CLAUSES!
- ✓ 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.

## **Fee Proposal Form**

The undersigned, having examined all the solicitation documents and acknowledging **all** amendment(s) on page 2 of this solicitation shall execute the entire scope of work as required in this solicitation for the following cost:

<b><u>Description</u></b>	<b><u>Fee</u></b>
Retainer Fees (if applicable)	\$
Assessment of Demographics & Enrollment Projections	\$
Assessment of Current Utilization	\$
Assessment of Existing Facilities to Include a Comprehensive Maintenance Plan (CMP)	\$
Assessment of Educational Adequacy	\$
Long Range Facilities Plan	\$
<b>TOTAL PROJECT COST</b>	\$

### **BIDDER'S STATEMENT OF ASSURANCES AND COMPLIANCES**

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

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

1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document; and
2. Is not guilty of collusion with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted; and
3. That such agent, as indicated below, is officially authorized to represent the firm in whose name the bid is submitted.

<b>Name of Firm:</b>	
<b>Signature of Agent:</b>	
<b>Printed Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

