

RETURN SUBMISSIONS NO LATER THAN:

CLOSING DATE: March 8, 2019
CLOSING TIME: 3:00 p.m. EST

MAIL OR HAND DELIVER PROPOSAL TO:

GREENWOOD COUNTY SCHOOL DISTRICT 52
Attn: Cathy Anderson
605 Johnston Road
Ninety Six, S.C. 29666

NOTE: FAX AND OR EMAIL RESPONSES TO THIS RFQ ARE NOT ACCEPTABLE

Greenwood County School District 52 ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED PROPOSAL RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

NAME OF COMPANY

MAILING ADDRESS

(AREA CODE) PHONE NUMBER

CITY

STATE

ZIP CODE

FACSIMILE NO.

FEDERAL ID OR SOCIAL SECURITY NO.

SC License # (if applicable)

EMAIL ADDRESS: _____ **SC CERTIFIED MINORITY VENDOR: Yes or No (circle one)**

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

1. SUBMISSION OF A RESPONSE TO THIS PROPOSAL DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
2. COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44-107-10, ET SEQ. S.C. CODE ANN, (1976). *(Applicable to awards in excess of \$50,000.00).*
3. COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310 (A) 2(3).
4. TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS PROPOSAL NUMBER.
5. COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN.
6. RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE GREENWOOD SCHOOL DISTRICT 52 PROCUREMENT CODE.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE (PRINT/TYPE)

DATE: _____ *******PROPOSAL MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID******

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GENERAL PROVISIONS

1. This solicitation does not commit Greenwood County School District 52 ("the District") to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.
2. Greenwood County School District 52's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
3. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
4. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such Proposal shall immediately inform the Superintendent, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
5. ***Addenda:*** Addenda shall be issued prior to the RFQ submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. ***At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFQ, addenda will be posted at www.greenwood52.org Any addenda issued by the District shall become a formal part of this Solicitation Number 19-001.***

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFQ. No addenda shall be issued later than four (4) days prior to the RFQ submittal date except to a) withdraw the RFQ solicitation, or b) to postpone the RFQ submittal date and time. Greenwood County School District 52 shall not be legally bound by any amendment for interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the Addenda Acknowledgement Form located on page 40 herein. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

6. Proposal as Offer to Contract: By submitting your 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.

7. Affirmative Action: The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

8. Ambiguous Bids/Proposals: Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

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

10. Authorization and Acceptance: The proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this Request for Proposal (RFQ). The proposal must contain a statement to the effect that your proposal is firm for a period of ninety (90) days from the proposal due date or longer if so required by the District.

11. Awarding Policy: The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

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

The District reserves the right to make an award in total or in part, according to the best interests of the District. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.

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

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

14. Bidder's Qualification: No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

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

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

17. Contractor Responsibility: The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their proposal.

18. Contract Documents: This RFQ is the contract between the District and the awarded bidder(s)/proposer(s). The District shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Bidders should submit with their bid any other document(s) that the bidder wishes the District to review. Submittal of such document(s) does not constitute an acceptance by the District of any term(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the District, or are not in the best interest of the District, shall be determined to be non-responsive and unacceptable. The rights and authority of such determination is reserved solely by the District, the District's RFQ supersedes any respondent's proposed document(s).

19. Covenant Against Contingent Fees: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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

21. District Closings: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the School District Office 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 of the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be

issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.greenwood52.org.

22. District Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, NO WEAPONS, and DRUG-FREE policies. No work shall interfere with school activities or environments unless an authorized employee for the location gives permission.

23. Excusable Delay: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform arises out of causes beyond the control of the contractor and without the fault or negligence of said contractor, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

24. Explanation to Prospective Proposers:

a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals. **DEADLINE FOR SUBMISSION OF QUESTIONS:** February 21, 2019-10:00 a.m. EST

b. *Questions should be submitted in writing to: Cathy Anderson canderso@greenwood52.org.* Please type the following in the subject-line of the email: **"Question Submission—RFQ 19-001."** *Any questions/clarifications to this RFQ will be posted as an addenda at www.greenwood52.org.* **Note: No other District personnel shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.**

Any response to the respondent's request for interpretation of documents will be made by addendum if the District believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

c. Oral explanation and/or instructions given before the award of the contract shall not be binding.

d. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

25. Examination of Records:

The District shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

26. 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 of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

27. Offeror Responsibility: Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFQ or contract.

28. Posting of Award: All Proposers will receive an "Intent to Award" notice from the District.

29. Proper Invoice: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business
- Contract number or other authorization for delivery of service or property

- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
- Other substantiating documentation of information as required by the contract

30. Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

31. Subcontracting: The Contractor shall not subcontract any portion of this contract without prior written approval from the school district, which consent shall not be unreasonably withheld, provided, Contractor remains liable for performance of all terms of this contract.

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

33. Rejection/Cancellation: The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

INSTRUCTIONS TO PROPOSERS:

1. Format: The District requires that proposals be provided as: one (1) original unbound copy, four (4) bound duplicate copies, and one (1) electronic copy in pdf format on a USB drive.. The one (1) original should be marked "Original" and should include original signatures as required in this RFQ. The (4) bound duplicate copies should be marked "Copy". The electronic copy should be identical to the hard copies.
2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's proposal, or if an Offeror's

proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.

3. When specifications or descriptive literature are submitted with the proposal, enter the proposer's name and address thereon.
4. **All proposals must be in a sealed envelope or box and have clearly marked on the envelope:**

Name of Firm
Address
Solicitation Number

NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all or portions of proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of the RFQ. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFQ. The award to the successful proposer regarding this solicitation will be mailed to all proposers.

SPECIFIC TERMS AND CONDITIONS

1. ***ADDITION OF NEWLY CONSTRUCTED FACILITIES:*** The specifications and contractor requirements will apply to any new facilities in the District. The cost of providing all of the services specified in this RFQ will be negotiated with the Superintendent but will be proportional to the per building cost for similar District locations.
2. ***ASSIGNMENT:*** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Superintendent.
3. ***EQUAL OPPORTUNITY:*** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Note: No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by Greenwood County School District 52(Title II ADA).

4. **EXPERIENCE AND REFERENCE CHECKS:** The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, references, and any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

5. **GOVERNING LAWS:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

6. **INDEMNIFICATION:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).

7. **MINORITY BUSINESS:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate. This information may be included in the appendices and will not be counted against the maximum page limitation.

8. **PRICE ADJUSTMENTS:** *Not applicable for this RFQ.*

9. **RIGHT TO PROTEST:** Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the awarding of a contract shall protest to the Superintendent within ten (10) days of the date of issuance of the Notice to Award.

10. **SUBMISSION OF DATA:** Each Proposer, upon request, shall submit evidence of liability of insurance, Workmen's Compensation (if required), and other data regarding experience relating to this RFQ and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Worker's Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Greenwood County School District 52.

Upon request and/or prior to the commencement of work hereunder, potential proposers shall furnish to the District, a certificate of the all insurance requirements listed in this RFQ. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

12. **TERMINATION:** Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.

(a) **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision of this RFQ shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

(b) **Termination for Non-appropriations:**

(a) **Reduction in Scope:** Any contract entered into by Greenwood County School District 52 shall be subject to cancellation without damages of further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation Greenwood County School District 52 reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.

13. **ADDITIONAL INFORMATION:** The District reserves the right to request or obtain additional information about any and all responses to the RFQ.

14. **AUDITS:** Prior to contract award, an audit may be conducted by the District of the selected Firm. This audit will be for the purpose of ensuring the selected firm is financially capable of performing the contract and the selected Firm had adequate accounting practices to ensure accurate tracking of contract costs.

15. **CERTIFICATION of REQUIRED FORMS:** Submission forms located in this document must be completed, signed, notarized and submitted with the RFQ response. Failure to submit these forms may result in the RFQ response being deemed nonresponsive. **Required Forms A-H** are located on pages 27-40 herein.

16. **COMMUNICATION:** Effective the date of the advertisement of this contract, no further contact is allowed with any the District personnel concerning this RFQ except for questions of an administrative or contractual nature that shall be submitted in writing. This restriction is in effect until the selection has been announced. The employees of the proposing Firm may not contact any District staff including members of the Selection Committee. Such contact may result in disqualification.

17. **CONFLICT OF INTEREST:** By submitting a proposal, proposer agrees that, if an organizational conflict of interest is discovered after the proposal is submitted, the proposer must make an immediate and full disclosure to the District that includes a description of the action that the proposer has taken or proposes to take to avoid or mitigate such conflict. The District considers it a conflict of interest for a Prime Firm to represent more than one party in relation to any given project regardless of which phases of the service are involved. If after award of the contract an organizational conflict of interest is determined to exist, the District may, at its discretion, cancel the contract. If the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the District, then the District may terminate the contract for default. Firm must complete and submit a DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION certifying it does not have any financial or other interest in the outcome of the project, that it has no agreement, enforceable promise, or guarantee with any individual or company to provide any work on the project, that it does not have any association or professional or business relationships with anyone who has a financial interest in the outcome of the project, nor does anyone with a

financial interest in the outcome of the project, exercise any control over the Firm's pay, employment, bonuses, or other area subject to external influence.

18. **DEBARMENT CERTIFICATION:** The District requires certification by prospective Firms as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including sub-Firms currently debarred or suspended is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of South Carolina for any reason is ineligible to respond to the RFQ. A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS is included in the Required forms to this RFQ. *These Certification forms will not count toward the 25-page limit.*

19. **DRUG FREE WORK PLACE CERTIFICATION:** By submitting an RFQ response, Firm certifies that, if awarded a contract, Firm 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.

20. **ETHICS CERTIFICATION:** By submitting this RFQ, the Firm certifies that the Firm has and will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8- 13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, Use or disclosure of confidential information - §8-13-725, Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8- 13-760 and §8-13-725. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

21. **INSURANCE and BONDS:** Firm and sub-Firms are responsible to obtain all required statutory and contractual insurance and bonds, including but not limited to Professional liability insurance and Error and Omissions insurance, and shall be submitted to the District prior to execution of contract for services. The Firm(s) shall maintain all forms of insurance required by law in the State of South Carolina.

The Firm(s) shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). The District will be named as an "additional insured" party. This policy shall remain in effect for the duration of any Contract for Services. Minimum insurance coverage limits can be seen below.

- Professional Liability Insurance – Minimum \$3,000,000.00 Proof of in force insurance must be provided with each Contract for services.
- Errors and Omissions Insurance _ Minimum \$3,000,000.00 Proof of in force insurance

must be provided with each Contract for services.

- Other insurances:
 - Workers' Compensation - \$100,000 – each accident
 - Statutory Coverage and Employer's - \$100,000 each employee
 - Liability - \$500,000 – policy limit
 - Comprehensive General Liability –
 - \$2,000,000 – bodily injury each occurrence
 - \$2,000,000 – bodily injury aggregate
 - \$2,000,000 – property damage each occurrence
 - \$2,000,000 – property damage aggregate
 - Products – Completed Operations - \$1,000,000 – aggregate
 - Business Auto Liability – Same as Comprehensive General Liability
 - Excess or Umbrella Liability - \$2,000,000

22. **JOINT VENTURES:** If Firm is a partnership, limited partnership, joint venture or other association (hereinafter joint venture), provide a copy of the organizational document or agreement committing to form the organization. Provide documentation from its surety company acknowledging the formation of a joint venture for the purpose of completing the project and that the joint venture is capable of obtaining a performance bond and payment bond in the estimated amount of the contract. Provide a statement executed by all general partners, joint venture members, or other association members, as applicable, evidencing agreement to be fully liable for the performance under the contract. Provide documentation evidencing the person signing the contract has authority to sign the contract on behalf of the joint venture. This information may be included in the appendices and will not be counted against the maximum page limitation.

23. **LAWS AND REGULATIONS:** It is the responsibility of Firm to know and understand all local, state and federal contracting and project regulations, rules, policies and procedures. Firms shall conform to all local, state and federal requirements. Specifically, all firms should be familiar with the K-12 requirements of the South Carolina Department of Education Office of School Facilities Planning and Construction Guide. All projects should be in compliance with S.C. Office of School Facilities Planning and Construction Guide during performance and completion of project.

24. **RESPONSIVENESS:** Any RFQ response which fails to conform to the material requirements of the RFQ may be rejected as nonresponsive. Reasons for determining a proposal to be non-responsive may result from, but are not limited to, the following: failure to provide all information requested in RFQ, conflict of interests, conditional proposals, and failure to provide complete and honest information. Proposers will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be clarified or waived at the sole discretion of the District.

25. **RIGHT TO REJECT:** The District reserves the right, in its sole discretion, to reject any and all RFQ responses if it determines that such rejection is in the best interest of the District.
26. **RIGHT TO CANCEL:** The District reserves the right to cancel the advertisement, negotiations, or IDC contract at any time as deemed in the best interest of the District.
27. **VALIDITY OF INFORMATION:** Firm shall be held responsible for the validity of all information supplied in its RFQ, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the RFQ may be rejected or the Indefinite Delivery Contract (IDC) terminated for default if after award, in addition to any other remedy available under the contract or by law.
28. **TERM OF CONTRACT/OPTION TO RENEW:** Any contract resulting from this RFQ shall have an initial contract period of one (1) year beginning on approximately May 15, 2019 through May 14, 2020. Please note, exact contract date may be determinative on student occupancy through the end of the 2018-19 school year. In any event, the contract start date will be on June 1, 2019 through May 30, 2020. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date. The District's right to terminate the contract during the contract period will be governed by Item 12.
29. **SUBCONTRACTING:** Again, the District realizes that change is inevitable and that the information requested below could change based on workload, schedules, new consulting arrangements, etc., so please list what or whom based on an assumed start date of approximately May 15, 2019. Upon Award of contract, the District should be updated on any additions, deletions or changes hereto. 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, mechanical, or electrical/plumbing (MEP), structural, civil, landscaping, demolition, and sustainability; subcontracting of consultants for such services may be permitted, with full disclosure and approval of the District. Such subcontracted consultants shall be clearly identified in the proposal. Any Principal, 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 RFQ 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. 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.

SCOPE OF WORK AND QUALIFICATIONS

REQUEST FOR QUALIFICATIONS ARCHITECTURAL AND ENGINEERING SERVICES

SCOPE OF WORK:

It is the intent of the Greenwood County School District 52 to obtain the services of one or more highly qualified, reliable and creative architectural and engineering firm(s) for an Indefinite Delivery Contract (IDC). The terms of the contract will be negotiated following the selection process. It is the intent of the District to establish an annual contract with an option to renew annually for up to four additional years. In the event of an ongoing project not completed at the end of the final year, or if it is believed to be in the best interest of the District, the District may allow renewal for a term of less than one full year for the purpose to complete an on-going project. Any extension exceeding the additional two years must be approved by the school board. All services are to be complete from the initial planning stages through the final inspection of construction, through Final Completion of the project (as defined by the S.C. Office of School Facilities Planning and Construction Guide Section #103) and will include the development, assessing and reassessing of budgetary values of anticipated and planned projects with District officials.

Requested services include, but are not limited to the following:

- Project Organization and Management
- Architectural Design
- Civil Site Design
- Structural Design
- MEP Design
- Landscape Design
- Bidding Administration
- All divisions of Permitting
- Utility Coordination including Subsurface Utility Engineering
- Construction Administration and Inspection
- Sustainability Services

- Structural Demolition Services

Work must be phased to meet the financial and scheduling requirements of the District. The District anticipates projects to develop over the course of the IDC, but has no identified current plans for new construction, renovations, additions or other projects.

With this solicitation and according to Greenwood County School District 52's Procurement Code, "the School District shall request firms to submit a statement of qualifications and performance data."

SCHEDULE:

The following is a list of key dates up to and including the date proposals are due to be submitted:

Requests for Qualification issued	February 15, 2019
Deadline for submission of questions	February 21, 2019--10:00 a.m. EST
Response issued to all questions/Addenda Posted	February 26, 2019--5:00 p.m. EST
Due date for sealed proposal responses	March 8, 2019 3:00 p.m. EST
 <u>Anticipated Notification and Contract Dates</u>	
Technical Evaluation complete	March 22, 2019
45-minute Presentations/Interviews/Questions	Week of April 1-April 5, 2019
Intent to Award Issued	April 9, 2019—(Scheduled Board of Trustees Meeting)
Anticipated Contract start date	May 15, 2019 (Subject to nominal change by mutual consent of District and Contractor, One year term will begin upon determined start date not sooner than 5/15/19)

OFFEROR REPRESENTATIONS:

1. By submitting a proposal, the Principal on behalf of the Offeror represents that he/she has read and understands the request for qualification requirements and that the proposal is made in accordance therewith;
2. That he/she understands the services as outlined in the request for qualifications 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 a qualified architectural entity capable of providing architectural services in conformance with all rules, laws, statutes, and regulations of the industry as well as the State of South Carolina, and that the Principal knows of no reason why the Offeror or the Principal cannot enter into a contract with the State of South Carolina or the District;
4. That the Principal is licensed under the laws of the State of South Carolina and is an authorized representative of the Offeror, who has the authority to make such representations and offers on behalf of the Offeror and enter into such contractual arrangements binding the Offeror as identified in this request for proposal;
5. That the Principal and/or staff are LEED Accredited Professional(s), certified through the Green Building Certification Institute.
6. 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 or Principal from being governed by the terms and conditions as set forth in this Request for Qualifications;
7. That, by submitting a proposal, the Principal certifies that he/she nor anyone employed by the Offeror 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;
8. That he/she has fully disclosed and explained the scope of services, Principal 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;
9. That the Principal takes full responsibility for timely submission of the proposal in accordance with the requirements of this Request for Qualifications;
10. That he/she agrees that the terms and conditions of this Request for Qualifications 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 or Principal;
11. 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.

PROPOSAL FORMAT AND CONTENTS:

Format: The District requires that proposals be provided as: one (1) original unbound copy, four (4) bound duplicate copies, and one (1) electronic copy in pdf format on a USB drive.. The one (1) original copy should be marked "Original" and should include original signatures as required in this RFQ. The (4) bound duplicate copies should be marked "Copy". The electronic copy should be identical to the hard copies.

To assist in the comparison of the information submitted, all proposals should be submitted in the format requested. In order for the proposals to be properly evaluated, Offeror should submit as a minimum the following information.

The response shall contain no more than twenty-five (25) pages typed on one side only. Minimum font size shall be 10-point

The 25 page limit **excludes** the following: Title page, authorized signature page, Table of Contents page, appendices, Required Forms A-H, Federal Standard Form 330, and protective covers and/or backing. For a detailed explanation of what is included in the 25 page limit, please see section numbers below. **Please do not include dividers or tabs in proposals.**

Responses should address each of the following proposal content requirements in the same order as listed below. The Firm may wish to include additional information. If a Firm does not submit responses to these items, their submittal may be considered non-responsive and returned without further review/evaluation. Firms are advised that the District reserves the right to conduct an independent investigation of any information, including prior experiences, identified in the responses. Firms are responsible for effecting delivery by the deadline date and time; late submissions will be rejected without opening. The District accepts no responsibility for misdirected or lost proposals. Responses shall be explained and identified within the twenty-five (25) pages. Appendices may only be used to support or supplement the detailed answers but cannot be used as a substitute for the required narrative response.

The District realizes that change is inevitable and that the information requested below could change based on workload, schedules, new consulting arrangements, etc., so please list what or whom based on an assumed start date of May 15, 2019.

The Proposal Content Requirements should be submitted in the following order:

1. Title Page (This page **does not** count against the 25 page limit)
 - a. Show the Solicitation Number, the name of the firm, address, telephone/fax number, name of contact person with email address, the date of the proposal, and the "Original" or "Copy" indication.

2. Authorized Signature Page from RFQ (page 1 of this RFQ) with original signature on proposal marked "Original." (This page **does not** count against the 25 page limit)
3. Table of Contents (This page **does not** count against the 25 page limit)
 - a. Include a clear identification of the material by section and page number.
Example: Section 4—Executive Summary.....1
Section 5—Profile of Firm.....3
4. Executive Summary – Limit to one or two pages. (This section **does** count against the 25-page limit) Briefly state the understanding of the requested services and make a positive statement of the firm’s ability, willingness, and technical competence to perform such services.
5. Profile of Firm (This section **does** count against the 25-page limit)
 - a. Briefly describe the firm.
 - b. List all firm Principals.
 - c. Designate the number and type of professional personnel by category and whether or not In-House, Out Sourced and Registered in a fashion similar to chart below.

	<u>In-House</u>	<u>Out Source</u>	<u>Registered (Y/N, or N/A)</u>
<i>Example:</i>	<i>(3)</i>	<i>(8)</i>	<i>(7/4)</i>
Architects:	_____	_____	_____
Engineers:			
Civil	_____	_____	_____
Mechanical	_____	_____	_____
Electrical	_____	_____	_____
Structural	_____	_____	_____
Other Disciplines	_____	_____	_____
Estimators	_____	_____	_____
Planners	_____	_____	_____
Draftsmen	_____	_____	_____
Interior Design	_____	_____	_____
Landscape	_____	_____	_____
Other	_____	_____	_____
(Please list/define "Other": _____)			
TOTAL	_____	_____	_____

6. Information, Qualifications and Performance Data (This section **does** count against the 25 page limit)

- a. Give the name, qualifications, and telephone/fax number/email address of the person(s) that will be the primary architect for any projects arising out of this solicitation.
- b. Identify the person(s) who will have primary responsibility coordinating the work with the district. Provide a resume with educational and professional experience.
- c. List the names and qualifications of other members of the firm who will work on any district projects; state their capacity in the work.
- d. List of recent AIA design awards or other special recognition and explain. Also list two or three school (preferably K-12) projects that you consider extremely successful.
- e. Information on supporting consultant(s) and other services. Identify the engineering, MEP, landscape, civil, structural, and landscape qualifications, and the firm's relationship with contractors in these areas. (see Scope of work for specific disciplines).
- f. State the frequency the firm inspects constructions and general monitoring activities.
- g. Describe the firm's experience with public sector clients, especially school districts. Give names, full addresses, and telephone numbers of at least five (5) references of K-12 public school districts.
- h. State the volume of work the firm has provided for the District in the past seven (7) years and state the distance in miles from the firm's office to Greenwood County School District 52 located at 605 Johnston Road, Ninety Six, SC 29666.
- i. Describe the current and projected workload of the firm.
- j. Explain your Firm's process of reviewing contractor change order proposals involving time, money and scope of work and the firm's approach to keeping a job on schedule. In a chart similar to below show your last six (6) completed school projects (preferably K-12 public) with an original bid over \$2.0 Million and where C.O. represents Change Orders.

<u>Project Name</u>	<u>Original Bid</u>	<u>C.O. Amount</u>	<u>Total Cost</u>	<u>C.O. %</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- k. Describe firm’s approach to cost estimating and firm’s approach to working with school district officials to assess and reassess budgetary values for anticipated and planned projects. In a chart similar to below show your last six (6) completed school projects (preferably k-12 public) with an original bid over \$2.0 Million (the same 6 projects as identified above in “j”).

<u>Project Name</u>	<u>Original Estimate</u>	<u>Total Cost</u>	<u>Original Estimate %</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I. Additional Information

- a. Give any additional information you believe may be helpful in the selection process. If there is no additional information to present, state in this section “There is no additional information we wish to present.”
7. Completed Required Forms A-H (see pages 27-40 of this RFQ for required forms) (This section **does not** count against the 25 page limit). **Note:** Place pages with original signatures in the unbound “Original” packet.
 8. Federal Standard Form 330 (This section **does not** count against the 25 page limit)
 9. Appendices (if applicable) (This section **does not** count against the 25 page limit)

Note: Additional Information contained in Section 6 should be the last page Contained 25 page limit.

CONSIDERATION OF PROPOSALS:

1. Unless otherwise stated, all responsive proposals by qualified Offerors that are received by the proposal submittal date and time shall be considered during the initial evaluation stage (between March 8 and March 22, 2019) by the District Selection Committee.
2. All materials submitted in response to this RFQ shall become the property of the District.

3. In accordance with the District's Procurement Code, the District shall have the right to:
 - a) reject any and all proposals or any portions, thereof;
 - b) waive informalities and irregularities;
 - c) negotiate with the Principals of the overall highest rated responsive/responsible proposals;
 - d) accept any proposal deemed to be in the best interest of the District.
4. The District shall have the right to request correction(s) to a proposal or request supplementary or explanatory information. The failure by the Offeror to correct any deficiency or provide any supplementary or explanatory information within forty-eight (48) hours of the request may result in the proposal being considered non-responsive and excluded from further consideration.

PROPOSAL EVALUATION CRITERIA:

1. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of this RFQ or the District's Procurement Code. Those proposals found to be responsive shall be evaluated individually by the District's Selection Committee based on the merits of the technical proposal submitted as it relates to the evaluation criteria.
2. During the technical evaluation, the team members shall consider and score the proposals based upon the following criteria:
 1. Past and current performance – 25 points
 2. Technical and creative ability of professionals – 25 points
 3. Proximity to Greenwood County School District 52 and Minority Owned Business considerations – 10 points
 4. Demonstrated ability to control projects and meet time and budget requirements – 15 points
 5. Demonstrated ability to develop, assess and reassess budgetary values of anticipated and planned projects with District officials – 15 points
 6. Current and projected workload – 5 points
 7. Volume and quality of work firm has done for the District in past ten (10) years – 5 points
3. Failure to follow the format requested or to address any area adequately may cause the proposal to be deemed non-responsive and, thereby, cause it to be excluded from consideration or may result in a lower technical score.

4. After completion of the individual technical evaluations, the highest ranked Offerors shall be contacted for a personal presentation/interview. **The District has designated the week of April 1 through April 5, 2019, as the date that interviews will be conducted. These Offerors will be contacted on or immediately thereafter March 22, 2019, to schedule an interview time.** The number of Offerors selected for interviews is at the discretion of the District. The Offerors shall make a 30-minute presentation to the District's evaluation team to be followed by a 10-15 minute question and answer period to receive clarification of any information in the offer, the presentation/interview or as may be needed to complete the evaluation.
5. During the presentation/interview evaluation, the evaluation team shall score each firm based on the following criteria and interviewees shall structure their presentation to address:
 - a) Demonstrated design qualifications - 10 points.
 - b) Demonstrated ability to coordinate all facets of planning, design and construction -10 points.
 - c) Outline of known and unknown opportunities, threats, weaknesses and obstacles for both the District and the presenting firm - 10 points. Essentially the District wants a short SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis of your firm and of the District from your perspective. Note – No questions will be accepted or answered on this item because of the very nature of what the District is seeking here.

The average point scores of the personal presentations/ 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, and the District shall begin contract negotiations in the order of rankings. One or more firms maybe be selected by the District to provide the services requested in this solicitation.

GREENWOOD COUNTY SCHOOL DISTRICT 52 BUILDINGS

Square Footage of Greenwood School District 52

Buildings Ninety Six Primary (6) Buildings

Building Description	Square Footage	Comments
Gymnasium	9,620	
Administration	8,148	
Parenting Center	8,296	
Kindergarten	10,580	
Storage Building	6,252	Storage only use
Main	31,878	Classroom & cafeteria/kitchen
All Building Total	74,774	

District Office Administration & "Old" Ninety Six High Six (District Annex) and Athletic Fields

Building Description	Square Footage	Comments
Old High School/District Annex	84,416	District Staff; Alternative Programs; IT Center; & Middle College - Only parts of complex in use. Note: May not be included in contract
Administration	4,428	

Ninety Six Elementary

Building Description	Square Footage	Comments
Elementary School	53,699	

Edgewood Middle and Ninety Six High Education Complex

Building Description	Square Footage	Comments
Complex	186,502	

REQUIRED FORMS

Please Note: Any requests and fulfillments for additional or separate pages to explain answers will not count toward 25 page limit

The following completed forms are required to be returned with each RFQ:

- A. Firm's Submittal Form
- B. Certificate of Non-Collusion
- C. Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- D. Certification of Firm
- E. Disclosure of Potential Conflict of Interest Certification
- F. Drug-Free Workplace Certification
- G. Equal Employment Opportunity Certification
- H. Addendum Acknowledgement
- I. Submit a current and accurate Federal Standard Form 330, Architect-Engineer and Related Services Questionnaire, (Template not included)

Remainder of this page intentionally left blank

REQUIRED FORM A
FIRM'S SUBMITTAL FORM & QUESTIONS

In compliance with the above RFQ Solicitation Number 19-001, the undersigned hereby proposes to provide professional architectural and/or engineering services for Greenwood County School District 52 related projects in accordance with the instructions, terms, conditions and requirements incorporated in the Request for Qualifications.

Name of Firm:

Address:

Federal Tax Identification Number:

Principal's Name and Title (type or print):

Principal's Signature:

State of Incorporation:

QUESTIONS:

Any additional pages needed to explain answers may be added directly behind Required Form A. Additional pages of this nature will not count against the 25-page limit.

NOTE: Firm will be immediately disqualified if the answer to any of the questions 1 through 5 is "No."

1. Offeror possesses a valid and current South Carolina licensure for the project or projects for which it intends to submit a proposal.

Circle one: Yes No

2. Offeror has an insurance policy(ies) with the prescribed limit(s) as specified in this RFQ.

Circle one: Yes No

3. Prior to commencing work hereunder, Firm, at his/her expense, shall furnish insurance certificate showing the certificate holder as Greenwood County School District 52, Attn: Rex Ward, Superintendent, 605 Johnston Rd., Ninety Six, SC 29666 and with a special notation naming *Greenwood County School District 52 as an Additional Insured* on the liability coverages as specified in this document. Do you consent to this requirement?

Circle one: Yes No

4. Offeror has current workers' compensation insurance policy if and as required by the Workers Compensation Commission.

Circle one: Yes No

5. Has your South Carolina Offeror's license been revoked at any time in the last five years?

Circle one: Yes No

6. Has there been any change in ownership of the firm at any time during the last three years?

Circle one: Yes No

7. Are any corporate officers, partners, owners or qualifying parties connected to any other architectural, engineering, or construction firm?

Circle one: Yes No

8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Circle one: Yes No

9. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a Sub-offeror on a public works contract for the Federal Government or any South Carolina public agency?

Circle one: Yes No

If the answer is "Yes," state the beginning and ending dates of the debarment period:_____.

10. At any time during the last five years, has your firm or any of its owners, officers or qualifying parties been convicted of a crime involving the awarding of a contract of a Federal, State or local government construction project, or the bidding or performance of a Federal, State or local government contract?

Circle one: Yes No

11. How many years has your organization been in business in South Carolina as an Offeror under your present business name and license number? _____ Years

12. Is your firm currently the debtor in a bankruptcy case?

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

13. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 12, above)

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number and the date on which, the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

14. Has your firm changed names or license number in the past five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change.

15. Has any owner, partner, qualifying party or (for corporations) officer of your firm operated an architectural, engineering, or construction firm under any other name in the last five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change. Provide a complete, separate questionnaire for the other firm.

16. Has any SCLLR license held by your firm or its Qualifying Party been suspended within the last five years?

Circle one: Yes No

NOTE: If "Yes," please explain on a separate signed sheet.

Remainder of this page intentionally left blank

**REQUIRED FORM B
CERTIFICATE OF NON-COLLUSION**

By submission of proposal, each person signing on behalf of any Firm certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The proposal is submitted without collusion, consultation, communication, or agreement for the purpose of restricting competition, with any other bidder or with any competitor;
- 2) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Firm

Authorized Official/Title

Signature

Date

SWORN AND SUBSCRIBED before me this ___ day of _____ 201__

My commission expires _____

Notary Public (signature)

Notary Public (printed name)

REQUIRED FORM C
CERTIFICATION OF PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Firm of, _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three (3) year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the prime Firm is unable to certify to any of the statements in this certification, the Firm shall attach an explanation to this certification.

The Firm of, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq, are applicable thereto.

Date

Authorized Official/Title

**REQUIRED FORM D
CERTIFICATION OF FIRM**

I, _____, hereby certify that I am the duly authorized representative of FIRM and that neither I nor the FIRM I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above FIRM) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above FIRM) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, FIRM certifies FIRM and all sub-Firms, contractors, employees and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Firm

Authorized Official/Title

Signature: _____

REQUIRED FORM E
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

Firm hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organizational conflict of interest exists.
- Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):

2. Describe measures proposed to mitigate the potential conflict(s):

Firm

Date

Authorized Official/Title

Signature

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification.

Name/Company

Phone Number

REQUIRED FORM F DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Greenwood County School District 52 projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Firm hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and

- (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;

- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Firm: _____

Address: _____

Authorized Official/Title: _____

Signature: _____ **Date:** _____

Witness Name (Print): _____

Signature of Witness: _____

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

**REQUIRED FORM G
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Greenwood County School District 52 requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Firm hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Firm Name

Address

Authorized Official Name/Title (Print)

Signature of Authorized Official

Witness Name (Print)

Signature of Witness:

REQUIRED FORM H
ADDENDA ACKNOWLEDGEMENT FORM

The firm has examined and carefully studied the proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Official Name/Title (Print)

Date

Authorized Official Signature

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