



Request for Proposal

Solicitation Number: RFQ #22-23-05
 Date Issued: 3/30/2023
 Procurement Specialist: Donna Wiggs
 Phone: (864) 594-6167
 Email Address: DBWiggs@spart7.org

DESCRIPTION: RFP #22-23-05 Mary H. Wright Wall Art

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Spartanburg School District Seven
 Attn: Donna Wiggs
 P. O. Box 970
 Spartanburg, SC 29304

PHYSICAL ADDRESS:

Spartanburg School District Seven
 Attn: Donna Wiggs
 610 Dupre Drive
 Spartanburg, SC 29307

SUBMIT OFFER BY: **April 28th, 2023, @ 10:00 AM**

QUESTIONS MUST BE RECEIVED BY: **April 18th, 2023, before 10:00 AM**
 (please direct questions to Donna Wiggs at DBWiggs@spart7.org)

NUMBER OF COPIES TO BE SUBMITTED: **One marked "Original" with pricing and three (3) marked "Copy" without pricing**

CONFERENCE TYPE: n/a
 DATE & TIME: n/a

LOCATION:

AWARD & AMENDMENTS

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

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

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

OFFEROR'S TYPE OF ENTITY: (Check one)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

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.) <hr/> Area Code - Number - Extension Facsimile <hr/> E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) ____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) ____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS/ADDENDA Offerors acknowledges receipt of amendments/addenda by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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MINORITY PARTICIPATION	
Are you a South Carolina Certified Minority Vendor? Yes _____ No _____	
If yes, South Carolina Certification # _____	

Spartanburg School District Seven is seeking a responsive and responsible vendor to provide a competitive **sealed bid** for **Mary H. Wright Wall Art**.

District Seven Schools, located in central Spartanburg County, is comprised of eight elementary schools (PK-4), two middle schools (5-8), one high school (9-12), and two schools used by all 7 Spartanburg County districts. In addition to these 13 facilities, there is a central administrative office building, a maintenance complex, and a variety of smaller support buildings for transportation, special education, adult education, information technology and storage.

Mandatory walk-through April 13th , 2023 at 10:00 am
Location: Mary H. Wright Elementary School 457 S. Church St.
Spartanburg, SC 29306

All proposals must be submitted in a sealed package.

All bidders must submit one (1) "Original" bid with pricing along with three (3) marked "Copy" without pricing

Bids will be accepted until 10:00 AM on April 28th , 2023.

At that time, each bid will be opened and the bidders' names read aloud. No other information will be shared at this time.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids must be delivered to and marked on outside of package with bid name & number:

Spartanburg School District Seven
Attn: Procurement Department
610 Dupre Drive
Spartanburg, SC 29307

"RFP #22-23-05 Mary H. Wright Wall Art"

Electronic bids will not be accepted

Sealed bid packages must include completed copies of page 1 (signed), 2, Bid Sheet, Minority Participation Form (if applicable), Business Profile & References; as well as all requirements found herein.

All questions must be addressed to Donna Wiggs at DBWiggs@spart7.org. Submitters must not attempt to contact any other member of the District regarding this solicitation.

All questions must be received by **April 18th , 2023, before 10:00 A.M.**

INSTRUCTIONS TO BIDDERS/PROPOSERS

1. All proposal/bid sheets must be submitted in a sealed envelope. You may include more than one proposal/bid per envelope if you follow the instructions contained herein. The face of the envelope shall contain the proposal/bid title, the proposal/bid number, and the date and time of proposal/bid opening. Proposals/Bids not submitted on this proposal/bid Sheet and accompanied by the Bidder Information and Authorized Signature on page one (1) hereof will be subject to rejection. The District assumes no responsibility for unmarked or improperly marked envelopes.
2. Bids, proposals, amendments or withdrawal requests must be received by the time advertised for bid/proposal opening. It is the vendor's sole responsibility to insure that the bid/proposal documents are received in the Purchasing Department by the time and date indicated in the solicitation documents.
3. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the proposal/bid. No proposal/bid shall be altered or amended after the specified time for opening. No faxes, copies, PDF or similar electronic or photographic files will be accepted. All signatures required must be in ink.
4. If specifications or descriptive papers are submitted with bids/proposals, enter bidder's name thereon.
5. Unless otherwise required, submit only one copy of each proposal/bid.
6. Bidders shall be required to visibly mark as "CONFIDENTIAL" each part of their bid/proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.
7. Tie bids will be resolved as outlined in Section 1-2077 of the District Procurement Code.
8. By submission of a proposal/bid, the Vendor shall guarantee that all goods and services shall meet the requirements of the solicitation during the contract period.
9. Any Vendor desiring to exercise protest rights under Section 2-2185 of the District Procurement Code shall direct all correspondence to: Finance Office, Spartanburg County School District 7, P.O. Box 970, Spartanburg, SC 29304.
10. The statement of award on bids/proposals in excess of \$25,000.00 will be posted in the Finance Office after final determination of award.
11. Ownership of material: Ownership of all data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to the District.

DEADLINE FOR SUBMISSION OF QUESTIONS:

April 18th, 2023 AT 10:00 A.M. Questions must be submitted in writing to: Donna Wiggs, Spartanburg School District Seven, 610 Dupre Drive, Spartanburg, S.C. 29307 or via email to DBWiggs@spart7.org. Questions will not be accepted via the phone.

GENERAL PROVISIONS

- A)** This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of proposals/bids or to procure any goods or services.
- B)** Spartanburg School District Seven's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied. The Procurement Code can be found at <https://www.spartanburg7.org/> under Departments / Procurement.
- C)** The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.
- D)** Addenda: This solicitation may be amended at any time prior to opening via an addendum. These addendums will be posted on the District website. All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addendum with offer, 2) by letter or 3) by submitting a bid that indicates the bidder received the addenda (Page 2 of cover sheet). If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations

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

- E)** Affirmative Action: The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.
- F)** Approval of Publicity Release: The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.
- G)** Authorization and Acceptance: The proposal/bid must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFP/RFB/RFQ/IFB. The proposal/bid must contain a statement to the effect that your proposal/bid is firm for a period of sixty (60) days from the proposal/bid due date or longer if so required by the District.
- H)** Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, or to seek or provide other information regarding the Offeror's proposal. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his/her proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.
- I)** Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to the RFP/RFB/RFQ/IFB 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.

(An overview is available at 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 State 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 State 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 Spartanburg School District Seven, its Board Members, Administrators 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.) [02-2A125-2].

J) Certification Regarding Debarment and other Responsibility Matters: By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; 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 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 of this provision. The offeror also certifies that the 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.

K) District Closings: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

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

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

N) Insurance Requirements: The successful bidder agrees to provide, maintain and certify to the District that the following insurance is in effect:

- A. Comprehensive general liability insurance: \$1,000,000.
- B. Whereby any contractor owned vehicle is used on District property under this contract:
 - Bodily injury \$100,000 each occurrence
 - Property damage \$100,000
 - Auto liability of \$1,000,000
- C. Workers Compensation Insurance – Statutory Limits
- D. If work is being performed on district premises, then the vendor must have Spartanburg School District Seven added as an “additional insured” on their General Liability policy.
- E. The bidder shall furnish Spartanburg School District Seven Certificates of Insurance within 21 working days after acceptance of a contract.
- F. Spartanburg School District Seven must have ten (10) days’ notice of cancellation or change in insurance coverage, and give its approval.

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

P) Bid Constitutes Offer: By submitting a bid, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any 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 RFP/RFB/RFQ/IFB and any other contractual instrument shall be governed by the terms and conditions of this RFP/RFB/RFQ/IFB, except where subsequent amendments to any contract resulting from this RFP/RFB/RFQ/IFB award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP/RFB/RFQ/IFB.

Q) Preparation 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.

R) 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.

S) Responsiveness/Improper Offers: 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. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

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

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

U) Unlawful Acts: The District interprets a signed proposal document 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 law.

V) Withdrawal of Response: A proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the Director of Procurement prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within sixty (60) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

W) Tax Credit for Subcontracting with Minority Firms: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a state contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certifications are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone (803) 734-0657, Fax (803) 734-2498.

GENERAL TERMS & CONDITIONS:

A) Contract Terms

The term of the contract resulting from this solicitation will be for one (1) year or substantial completion. A purchase order will be issued by the District and will represent a contract between the District and the vendor(s).

B) District or School Regulations

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

C) Background Checks

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agencies as qualified to do so. In addition, the Vendor shall check employees

against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

D) Conduct and Actions of Vendor's Employees

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

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

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

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

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

E) Drug-free Workplace

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

F) Ethics Certification

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.

G) Equal Opportunity

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

H) Illegal Immigration

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

comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

I) South Carolina Law

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

J) Excess Costs

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

K) Governing Laws

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

L) Indemnification

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

M) Responses

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

N) Posting of Award

Notice of Award or Intent to Award will be posted in the Procurement Office at the District Office located at 610 Dupre Drive, Spartanburg, SC 29307

O) Right to Protest

- (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue.
- (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds

of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

P) Save Harmless

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

Q) Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

- (a) Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.
- (b) Termination for Cause: Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

R) Compliance with Procedures

Contractor shall comply with all procedural instructions that may be issued from time to time by the District. However, the terms and conditions of the contract will not change.

S) Examination of Records

- (a) 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.
- (b) The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the Spartanburg School District Seven, or his/her duly authorized representatives(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

REQUEST FOR PROPOSAL
RFP #22-23-05
Mary H., Wright Wall Art

Scope:

Spartanburg School District Seven is seeking competitive bids for sensory walls to provide our students with interactive tactile, visual, and auditory experiences to promote calming experiences and improve alertness throughout the school building. Mary H. Wright is comprised of 4 main hallways. The hallways will represent different zones, such as but not limited to an active zone, a calming zone, and an interactive zone, so that different needs and skills can be addressed. There are a total of 21 locations. Please see pages 19-46.

Responsibility:

1. It is understood the contractor is responsible for the employment, control and conduct of its employees and for any injury suffered by them in the course of their employment; and to others through any negligent act.
2. It is understood and agreed the contractor will retain supervision and control of the manner in which the work is performed.
3. The contractor will be an independent, experienced and qualified contractor and possess the workers, equipment, and abilities to successfully provide all products and services. The contractor, and all employees and agents of the Contractor, shall fully comply with all County, State and Federal laws and/or mandates applicable to the services to be provided under this Request for Proposal.

Format for Proposals:

1. Official Proposal Form:
Enclose the Official Proposal Form, which must be completed and signed by a company officer with the authority to contract for services. This form is the first two pages of the Request for Proposals (RFP) solicitation document.
2. Executive Summary:
Executive summary explaining understanding of the proposal and why your firm qualifies and wants to provide these products or services to District Seven as well as the benefits to accrue to the District for doing so.
3. Offeror Experience and Capabilities
Comprehensive description of the firm's experience in supplying the products or services required by this Request for Proposals, preferably sensory wall art.
A minimum of three business references are required. Attachment A.
4. Response to Scope of Work Requirements:
Rendering of your proposed artwork in color.
5. Other Information
Statement of any litigation to which the Offeror has been a party in the last twelve months.
Statement of any exceptions proposed to the requirements of this Request for Proposals or the Terms and Conditions of the contract.
6. Statement of additional or optional services which are not requested in this RFP and that are offered for the benefit of the District. Pricing for additional and optional services is to be included

in the Price Proposal. Additional services must follow the general scope of the project. Limited to one page each service.

7. Attach the Pricing Sheet to the end of your proposal only on “**Original**”.

8. Offerors are encouraged to keep their submission concise and to the point.

Qualifications:

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the District’s Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

Evaluation Team & Factors/Award Criteria/Award:

A District team will be selected to evaluate proposals received by the cutoff deadline.

Award Criteria – Proposals:

The Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District. The ranking will be determined by totaling the full excel rounded points of all evaluations with the highest ranked having the highest number of total points, the second highest with the second highest points and so forth. However, the right is reserved to reject any and all, or portions of bids/proposals received, and in all cases, the District will be the sole judge as to whether an Offeror’s quote/bid/proposal has or has not satisfactorily met the requirements of the solicitation. The District is not required to furnish a statement of the reason(s) why a quote/bid/proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the solicitation. The award to the successful proposer regarding this solicitation will be posted at the District Office, 610 Dupre Drive, Spartanburg, SC 29307 and on the District’s website.

Price is to include the furnishing of all materials, equipment, tools, and the provision of all labor and services necessary or proper for the completion of the work as specified in this proposal. The District will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable.

For evaluation purposes, the “Price” will be defined as the “Extended Grand Total” on the “Pricing Sheet”.

Evaluation Factors – Proposals:

Offers will be evaluated using only the factors stated below. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. **Price of the overall project – 25 points max**
2. **Ability of the artist to capture the spirit of Mary H. Wright’s vision – 35 points max**
3. **Artist portfolio – 15 points max**
4. **Previous sensory wall art experience – 25 points max**

Negotiations:

The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked and any requested presentation(s) or demo(s) conducted, he/she may elect to negotiate the pricing or the general scope of work with the highest ranked offeror(s). If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third ranked offerors to such level of ranking as determined by the Procurement Officer.

Instructions to Proposers:

1. A copy of the offeror's Certificate of Liability Insurance must be submitted with your proposal/bid
2. The District requires one (1) original marked "Original" with pricing along and three (3) copies of the quote/bid/proposal marked "Copy" without pricing submitted to the Procurement Office no later than the deadline specified to receive quotes/bids/proposals. Any quotes/bids/proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy. Please see "Confidentiality" and "Submitting Confidential Information" sections under General Terms and Conditions regarding the submission of a "Redacted Copy".
3. The attached Bid/Proposal Form must be used when responding to this solicitation and must be completed and submitted as required. All quotes/bids/proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's quote/bid/proposal or if an Offeror's quote/bid/proposal fails to conform to the requirements of this solicitation, the District may elect to reject the quote/bid/proposal.
4. When specifications or descriptive literature are submitted with the quote/bid/proposal, enter the proposer's name and address thereon.
5. **References:** Bidders are required to furnish with this bid a minimum of three (3) references to include the contact person and their phone number for like services in the past three (3) years. Please complete and attach "Attachment A".
6. **Business:** Bidders must be in business for these specific services for a minimum of three (3) years and upon award may be asked to provide proof.
7. **Notifications:** The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose quote/bid/proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all, or portions of bids/proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's quote/bid/proposal has or has not satisfactorily met the requirements of the RFQ/IFB/RFP. The District is not required to furnish a statement of the reason(s) why a quote/bid/proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFQ/IFB/RFP. The award to the successful proposer regarding this solicitation will be posted at the District Office, 610 Dupre Drive, Spartanburg, SC 29307.

RFP #22-23-05
Mary H Wright Wall Art

RFP #22-23-05 and Number(s) ____ of ____ Addendum/Addenda if any, must be completed for valid bid/proposal or include signed addenda. Addenda/Amendments must also be acknowledged on page 2 of the solicitation or by returning signed Addenda/Amendments with Proposal.

Location #	Design Name	Price
Location 1	Blowing Bubbles	
Location 2	Wordle Wall	
Location 3	Inspirational Quote	
Location 4	Inspirational Photo	
Location 5	Motivational Dimensional	
Location 6	4 th & 5 th Grade Motivational	
Location 7	Reading Area Wordle	
Location 8	Education Acrostic	
Location 9	Education Acrostic	
Location 10	Inspiration Photo	
Location 11	Inspiration Photo	
Location 12	Inspiration Photo	
Location 13	Inspiration Photo	
Location 14	Bubble Tree	
Location 15	Bubble Wall 2	
Location 16	Omitted	-----
Location 17	Bus	
Location 18	Bus Stop	
Location 19	Graduation	
Location 20	Believe You Can	
Location 21	Faculty Tree	
Location 22	Believe You Can	
Additional Fees/Supplies		
	Grand Total:	

**MINORITY PARTICIPATION -
Voluntary Minority Participation**

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

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

If so, please list the certifying governmental entity: _____

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

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

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

No

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

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

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

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

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

Attachment "A"
BUSINESS PROFILE & REFERENCES
Spartanburg School District 7

Business Name _____

Address _____

Contact Person: _____ Phone: _____

Fax Number: _____ E-Mail Address: _____

Workers' Compensation on all employees? Yes () No ()

Year Business established: _____ Annual Sales (optional): _____

Number of employees: _____ Minority Owned Business? Yes () No ()

Insurance Company Name/Address:

Bank References:

Bonding Company Name/Address: _____

List References Required Under This Solicitation:

School/Company Name #1 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #2 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #3 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #4 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #5 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

MHW Graphics Measurements

18'w x 9'tall

Location !
Blowing Bubbles Wall

Location 1

Include bubbles in various shades of blue and gold, with bobcat heads and different graphics inside the bubbles

Inspiration Photo





Location 2

8'x '13 wide to go to floor

“Wordle Wall”

Inspiration Photo- using school colors

With words that are relevant to our school as well as

Inspirational words: Bobcats, Responsible, Academics, Organization

Possibly include our school mascot

want words closer

together -less blank space on our wall

Location 3

6' wide X 9' tall

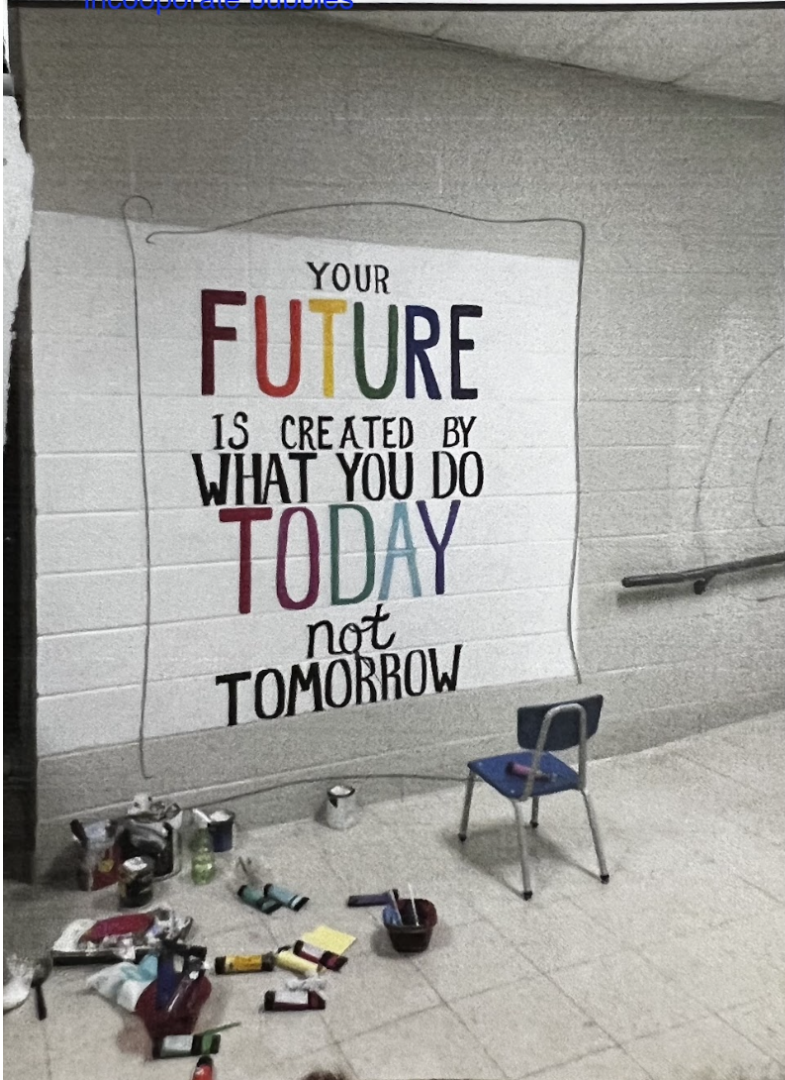
"Inspirational Quote"

Use school colors and incorporate bubbles

Inspiration Photo

location 3
use wording shown here
incorporate bubbles

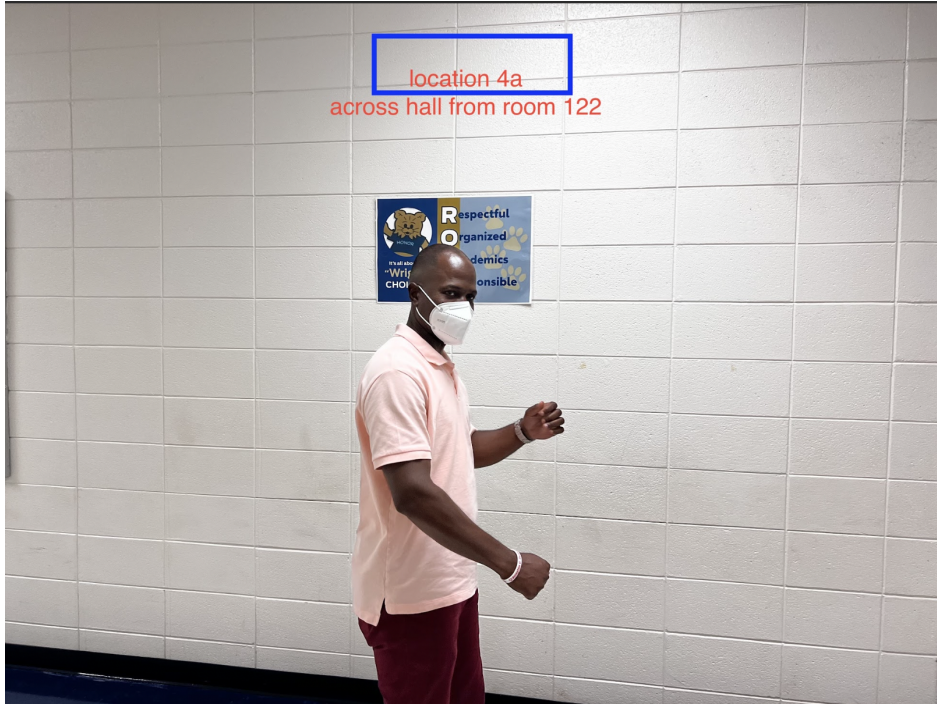
location 3



Location 4**Made up of 3 different sizes**

- A. 16" blocks (23)- long fourth wall
- B. (x2) 4'x4'digital prints
- C. 4'x6'-11" (covering the map boards installed on wall)
- D. 4'x 6' (covering the map boards installed on wall)

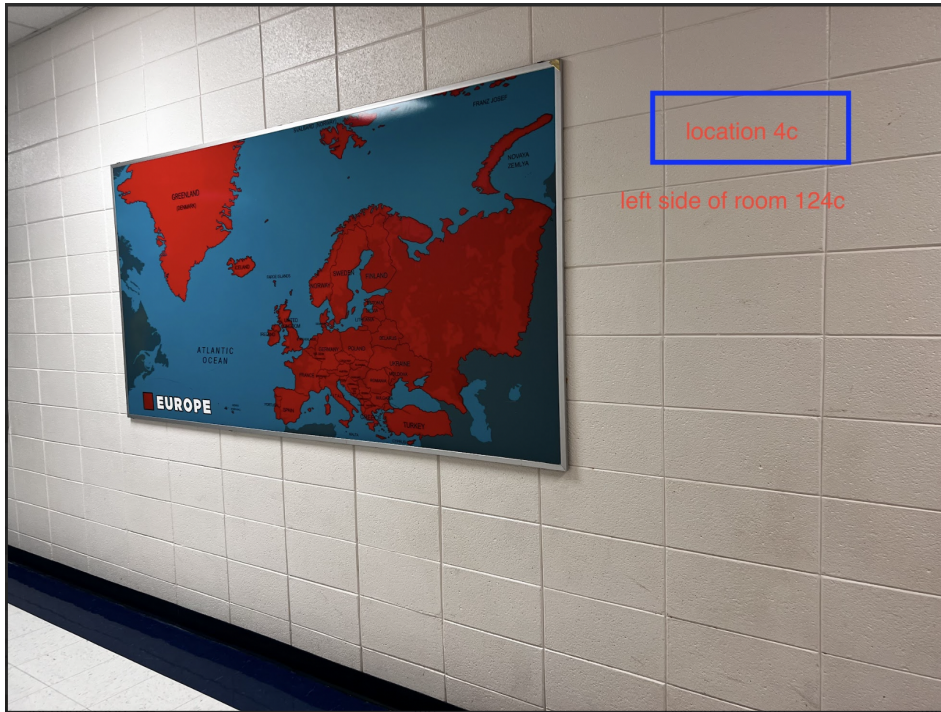
Inspiration Photo



location 4a
across hall from room 122



location 4b





location 4d view 2



location 4d

Location 5

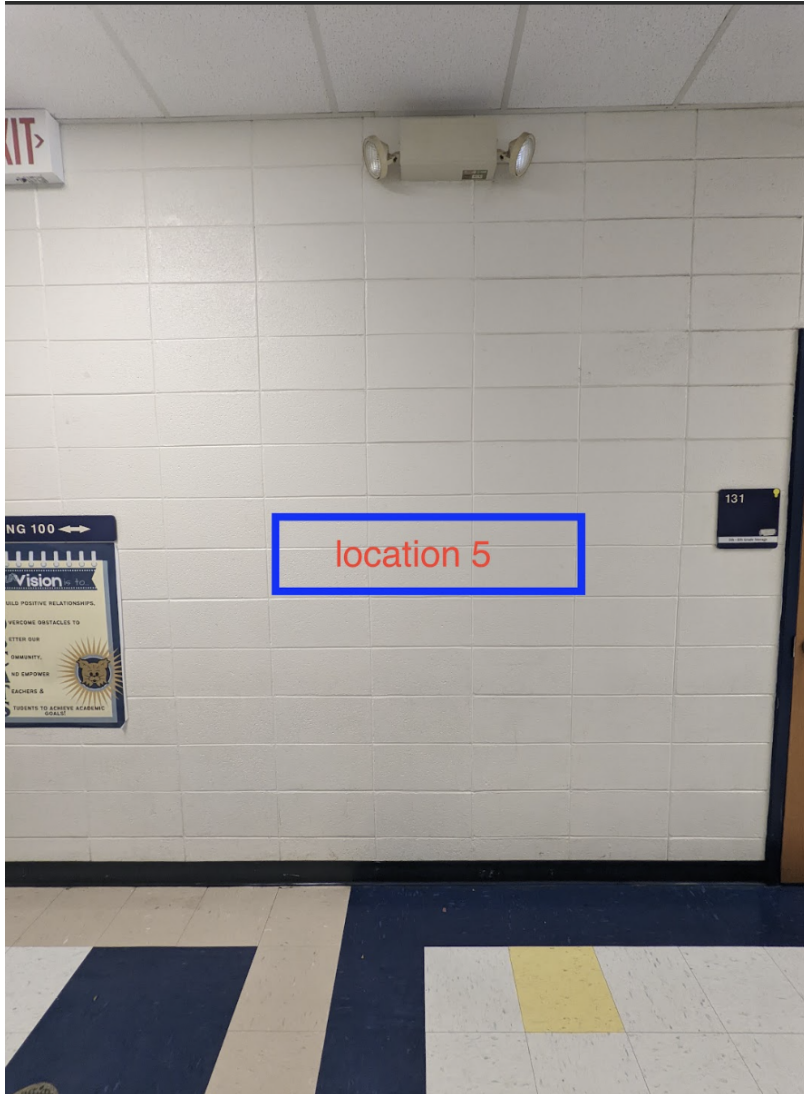
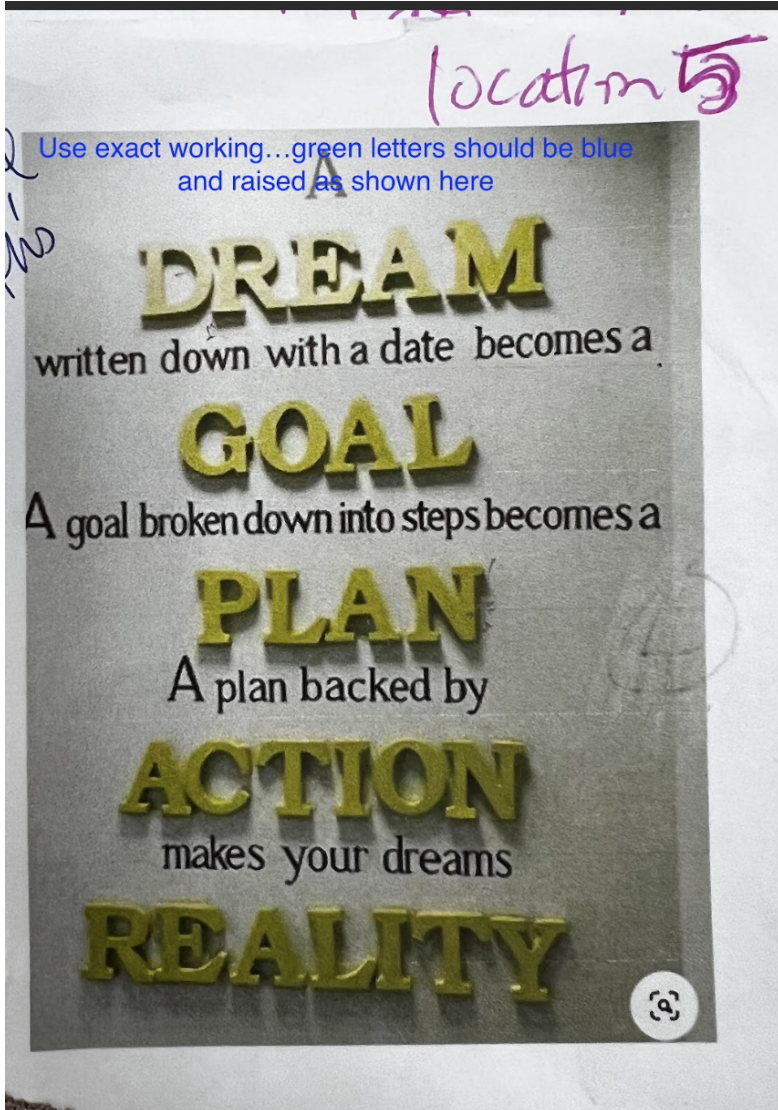
“Motivational (bus ramp) Dimensional/vinyl”

4' x 8'

Using school color scheme and possibly incorporate bubbles

Green letters in photo possibly make navy blue

Inspiration Photo

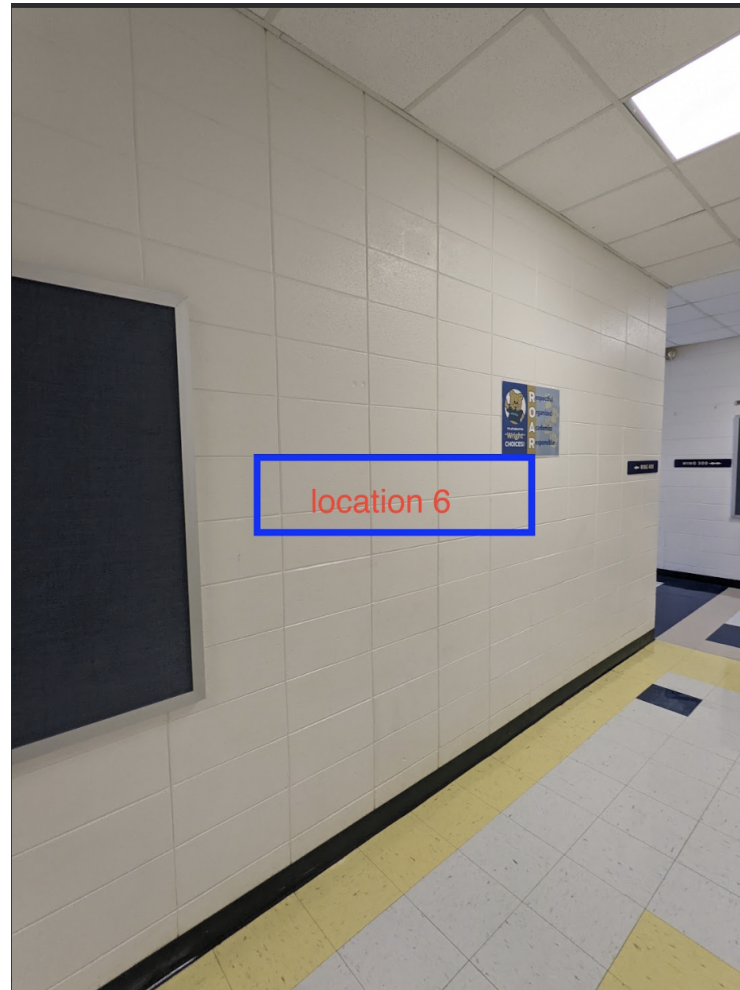
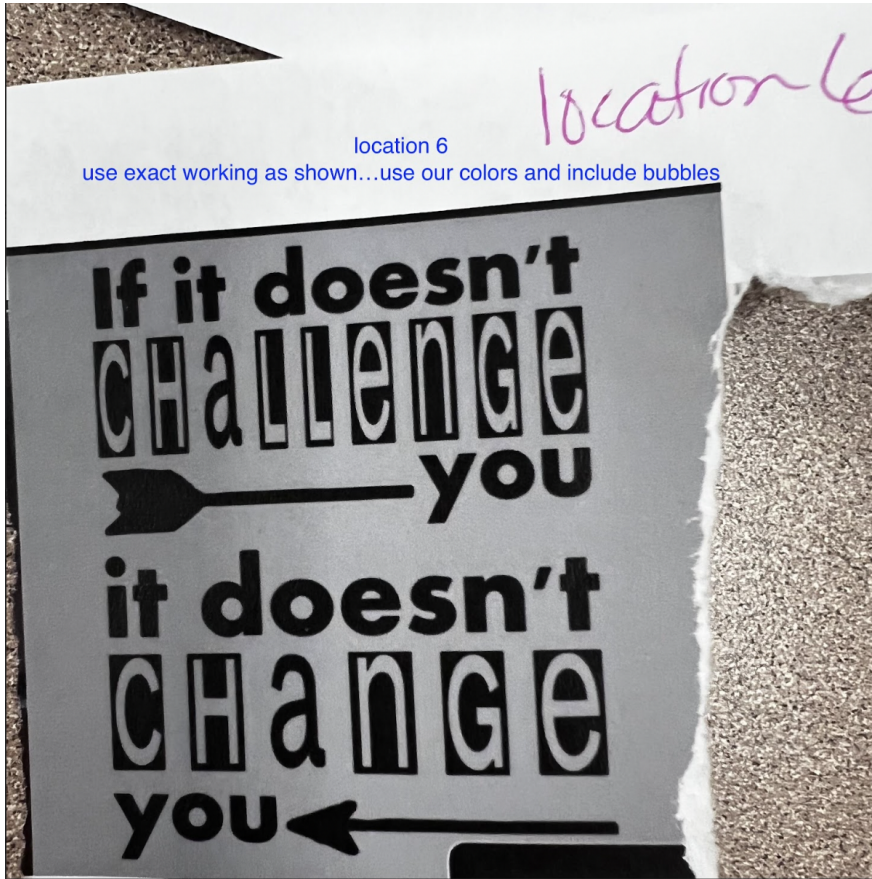


Location 6

“4th & 5th grade motivational”

6' x 8'

Inspirational Photo



Location 7

“Reading Area Wordle”

14' x 9'

- include paw prints and school logo and gear toward reading
- School colors, possibly include bubbles

Inspiration Photo



Location 8/ Location 9

“EDUCATION” ACROSTIC

6' X 9'

POSSIBLY WRAP AROUND CORNER-see notes on inspiration

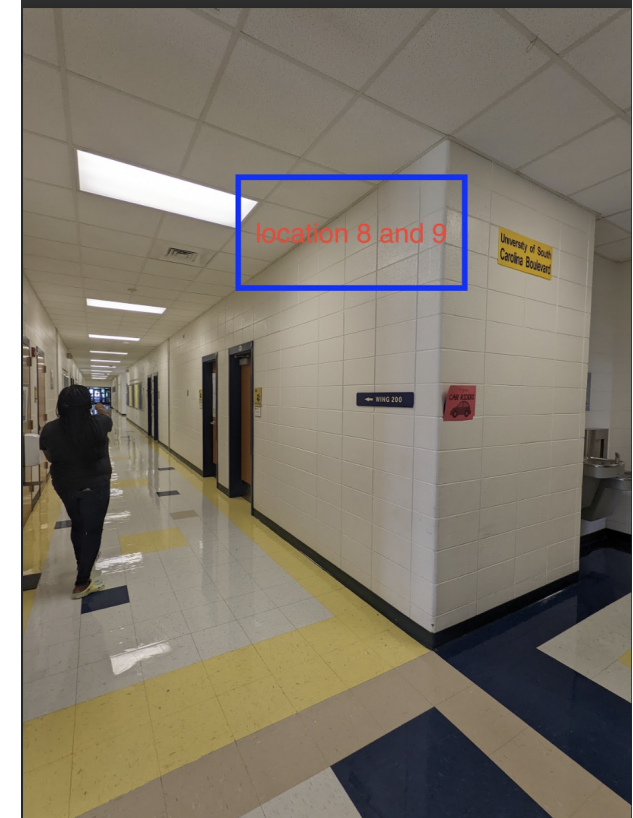
Photo below.

Inspirational Photo

location 8

use this exact graphic...change to our colors... include bubbles instead of squares

LEARN
STUDY
SUCCESS
DISCOVERY
CREATIVITY
STRATEGY
BEGINNING
WORK
SCIENCE



Location 10**9'x12'**

Outside of Room #317 1st & 2nd grade Hallway between bulletin board and Door of 317. See notes in inspiration photo.

Inspiration Photo

Location 10
make bubbles



use same wording and layout...incooperate bubbles instead of squares possibly



Location 11

Between Room #315 and Room #313 1st & 2nd grade hall

9'x 8'

Location 12

Room #312 1st & 2nd

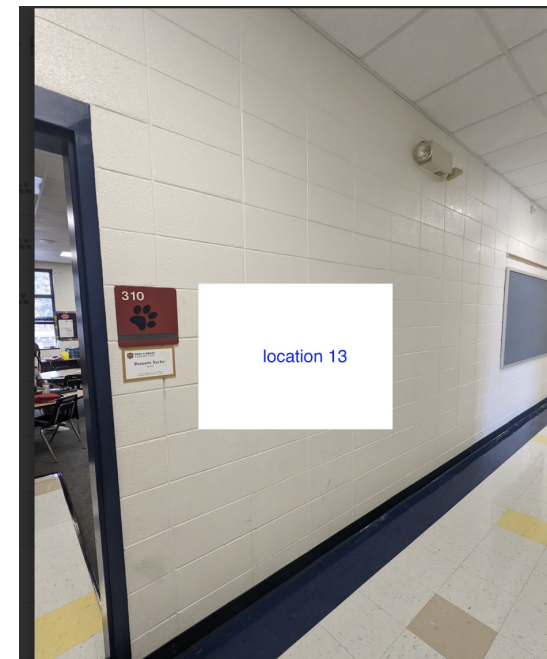
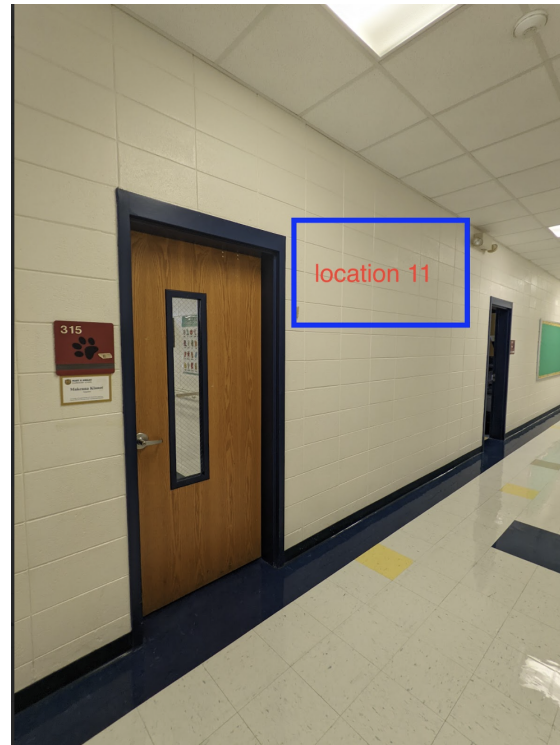
9'x8'

Location 13

Room #310

9'x8'

Inspiration Photo- Use these quotes and incorporate into various bubbles traveling down the hallway



Location 14

“Bubble tree”

4'x9' (tree 1 side)

9'x 20' (tree 2 side)

4'x6' outside room #307

4x6' outside room #306

-Carry bubbles, silhouettes, tree down hall outside

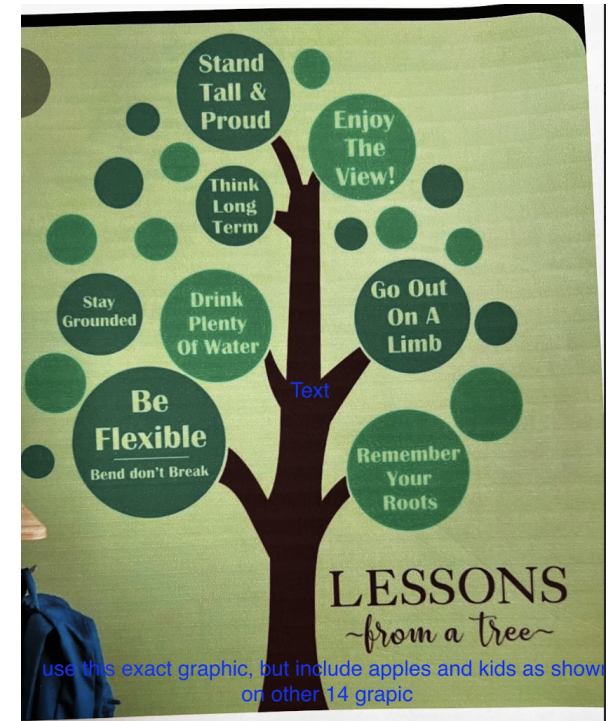
Room 307 and Room 306 do go down hallway to

Location 15

-Tree wraps around corner and goes down wall

Incorporate children silhouettes, apples, and bubbles

Inspiration Photo



Location 15

"Bubble Wall 2"

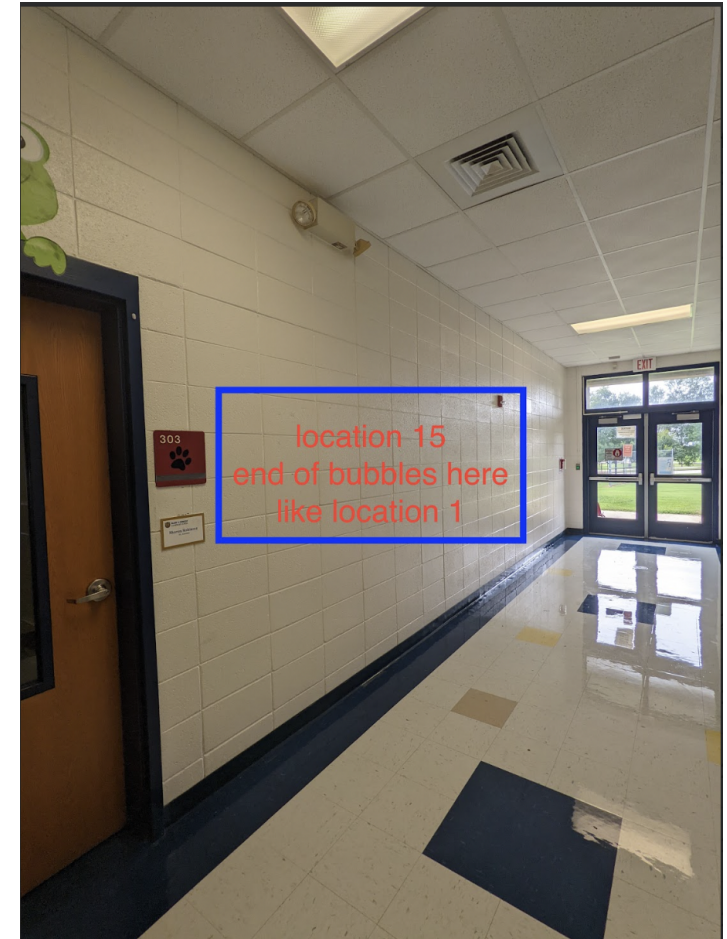
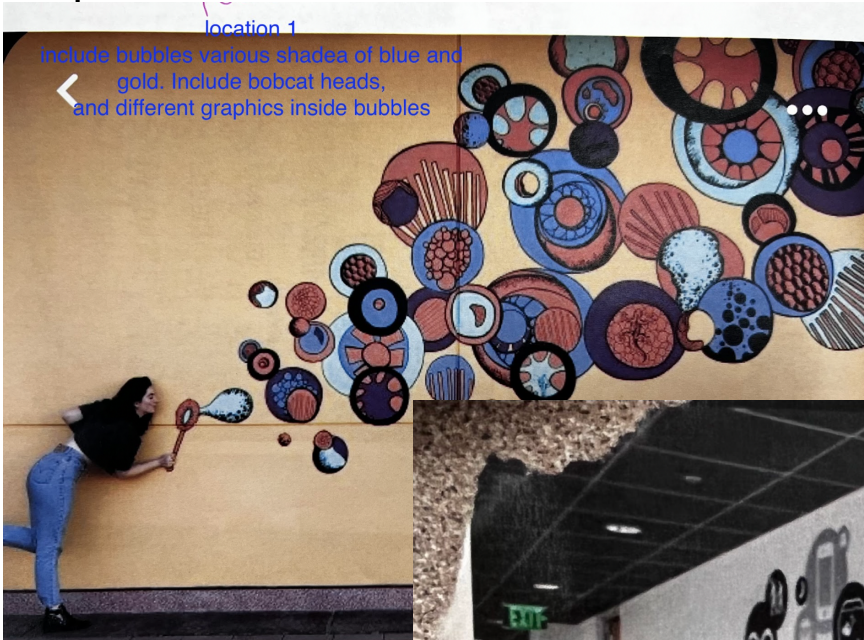
9'x 16'

- Right of door to room 303 to outside exit door
- Repeat same graphic as in Location 1
- This is around the corner from the 'Bus Stop' and opposite of the "Bus"

Inspiration Photo

location 1

include bubbles various shades of blue and gold. Include bobcat heads, and different graphics inside bubbles



Location 17

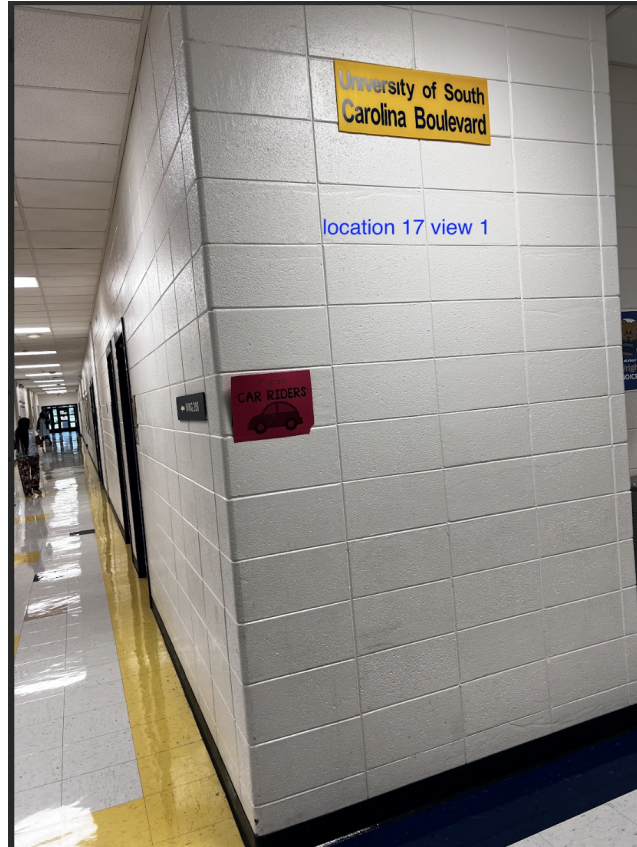
“Bus”

4'x9'(front of bus)

9”x 20’

Wraps around the corner-

Inspiration photo



Location 18

“Bus Stop”

9’x10’

-To left of Room 211J and Across hall from the “Bus” mural

-See note on picture below...make it look like kids at

A bus stop.

Inspiration Picture



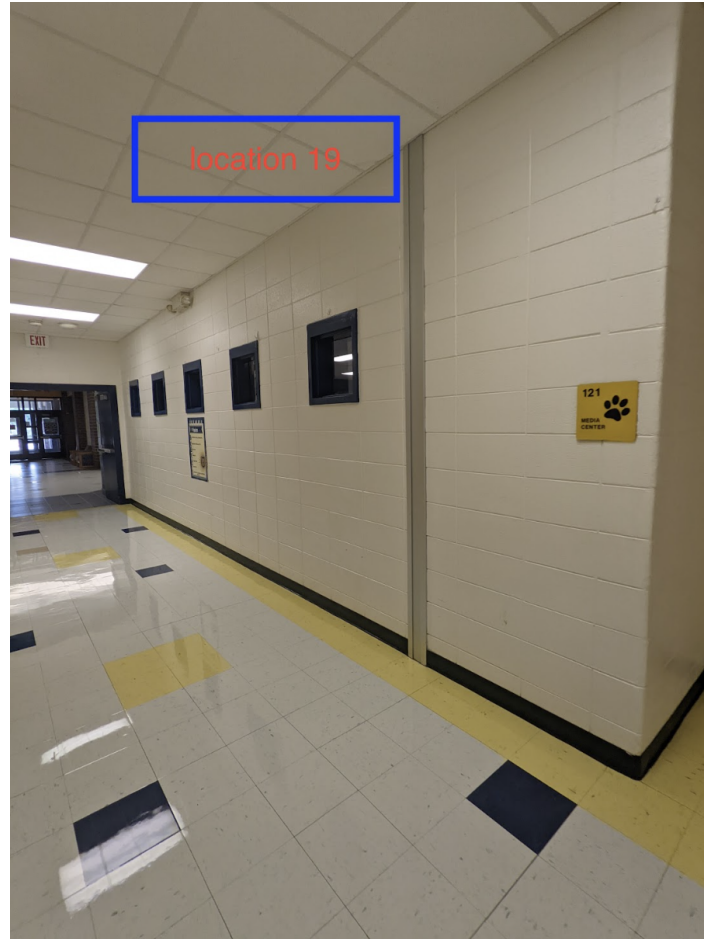
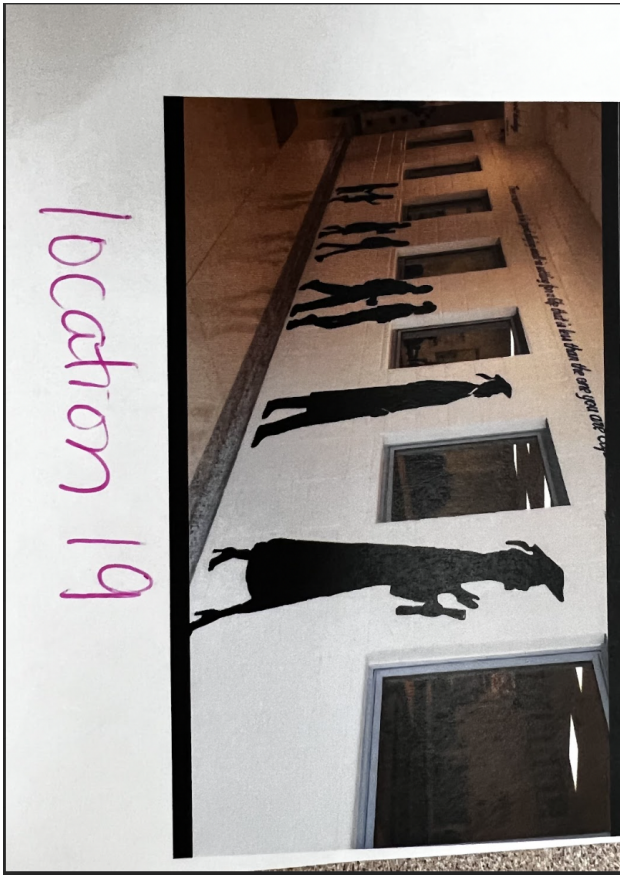
Location 19

“Graduation”

9’x15’

Reverse graphic where small students start at corner
And “grow” AS moves toward door at end of hall

Inspiration Photo



Location 20

“Believe You can” Mission Statement

6’x9’ (wall 1)

9’x 12’ (wall 2)

-Incorporate silhouettes and tree as well as words of our
School mission statement

-The corner wall wraps around corner to second wall


This is right beside where location 19 is placed

Inspiration Photo



Our **Vision** is to...

BUILD POSITIVE RELATIONSHIPS,
OVERCOME OBSTACLES TO
BBETTER OUR
COMMUNITY,
AND EMPOWER
STEACHERS &
STUDENTS TO ACHIEVE ACADEMIC GOALS!





Location 21

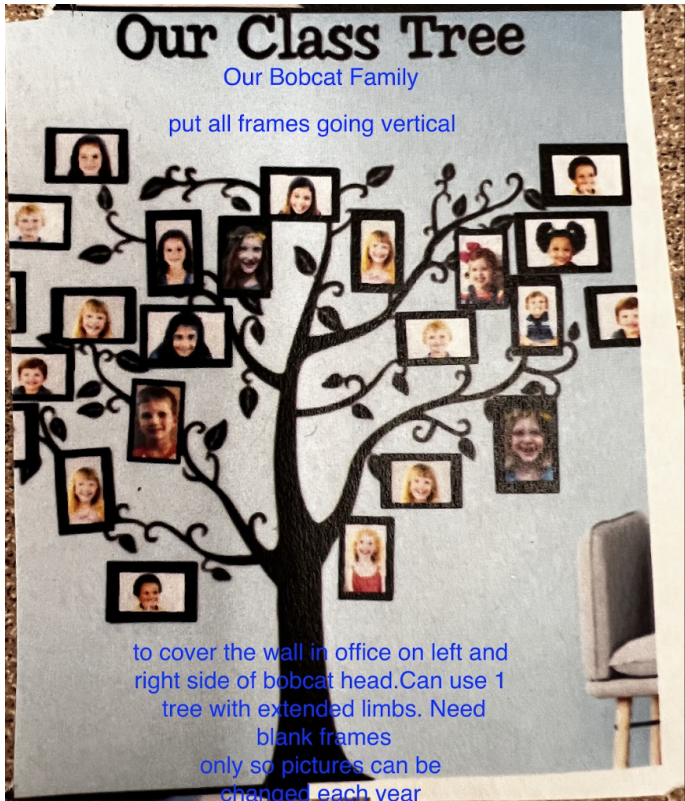
“Faculty Tree” Front office

9’x 15’

Can incorporate bubbles and silhouettes as see fit

See notes on inspiration picture below

Inspiration Photo



Location 22

“Believe You Can”

8'x12'

Use similar image to one below instead of wing
Possibly have bobcat mascot transparent and use
current faculty and staff messages.
Area is right outside of front office.

Inspiration Photo

