

# REQUEST FOR QUALIFICATIONS

## INVITATION FOR PROFESSIONAL SERVICES



The *Request for Qualifications* with associated forms and the Contract Documents, which include the *Contract Agreement*, Exhibits A through C, associated forms, the specifications and drawings, and any other referenced documents therein, all describe the solicitation process and the work to be performed and are published as an integral part of this *Request for Qualifications* the same as if incorporated herein. Bid security and performance and payment bonds are required in accordance with the District's Procurement Code, as may be amended. Persons or firms shall be licensed in accordance with State law and requirements of the Labor, Licensing, and Regulations Board of the State of South Carolina.

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- REQUEST FOR QUALIFICATIONS /** 5/16/2024  
**ADVERTISEMENT DATE:**
- PROJECT OWNER:** Horry County Schools (the District)
- BID NUMBER:** 2324-51VS
- PROJECT NAME:** MEP Design Services
- PROJECT LOCATION:** Various locations within the Horry County School District
- PROJECT DESCRIPTION:** The District intends to hire three (3) firms to provide professional MEP design services as may be required for modifications and/or renovations to existing District properties. Potential scope of work for the projects could include modifying existing mechanical, electrical, fire alarm/sprinkler and/or plumbing systems to for reasons such as modernization, code compliance, efficiency, etc. See "Summary of Services Article 5, "Scope of Work".
- The District/Owner requests qualifications from firms interested in providing professional services for the projects listed above. Any questions concerning this solicitation must be addressed by the District Contact Person below.
- SUBMIT QUALIFICATIONS TO:** The District prefers submittals via the website. Submit your offer on-line through the website at the following URL:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>
- If you must submit a paper offer, see "Submitting a Paper or Modification" and "Number of Copies to be Submitted provisions."
- SUBMISSION DEADLINE DATE & TIME:** 6/12/2024 at 2:30pm EST (Unless date and time are otherwise amended by addendum.)
- Questions regarding the *Request for Qualifications* must be submitted in writing to the District Contact Person no later than **12:00pm on 5/29/2024**.
- NO. OF COPIES ELECTRONIC:** (1) **Original of complete offer** Uploaded to the URL below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>  
(1) **Redacted copy** Uploaded to the URL below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>
- DISTRICT BID CONTACT PERSON:** Valiant Sommers, NIGP-CPP, CPPB Procurement Specialist III  
Phone: (843) 488-6938 Fax: (843) 488-6945 E-mail: [vsommers@horrycountyschools.net](mailto:vsommers@horrycountyschools.net)
- PUBLIC NOTICES:** All notices (Notice of Meetings; Notification of Selection for Interviews; Notification of Selection for Contract Negotiation; Notice of Selection for Contract Award), the solicitation and any addenda shall be posted at the following location:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>
- LICENSURE:** To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of Title 40 of the SC Code of Laws, as amended, at the time of submission.
- CONFIDENTIAL INFORMATION:** To submit confidential information, see  
[https://procurement.sc.gov/files/ose/Submitting Confidential Information and Redacted Offers.pdf](https://procurement.sc.gov/files/ose/Submitting%20Confidential%20Information%20and%20Redacted%20Offers.pdf).
- INSTRUCTIONS TO OFFERORS:** In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages including covers, which must be soft – no hard notebooks if paper copy hand or mail delivered. PDF file no larger than 10MB.
- INTERESTED FIRMS SHOULD SUBMIT:**
1. The Name and Contact Information, including Email, of a Primary Contact;
  2. A Certification stating where the Firm is a Resident of South Carolina (See SC Code § 11-35-3215); and
  3. Response to Section Criteria set forth in SC Code § 11-35-3220.
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# SUMMARY OF SERVICES REQUIRED



## **Article 1** **Introduction**

- 1.1 Horry County Schools is one of the largest school systems in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952 as a result of the consolidation of all existing school Districts in the county.
- 1.2 The District is currently governed by a board of trustees, the Horry County Board of Education, consisting of members elected in single-member Districts with the Board Chairman elected countywide. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.
- 1.3 Currently, the District owns/operates sixty-four (64) facilities/properties which account for approximately 7,861,238 building square feet.
- 1.4 The District currently allocates funds annually for building sustainment and modification projects. Such projects have included repairs and/or replacements to fire alarm, HVAC, and roofing systems in the past. Regular maintenance and capital improvements are required for the day-to-day operational use and longevity of all facilities/properties.

## **Article 2** **Nature of Services**

- 2.1 This solicitation is for the purpose of contracting with licensed professionals, qualified in the discipline of **mechanical/electrical/plumbing (MEP) engineering design**. Offerors must be able to provide professional expertise in the discipline for which they desire consideration. Services provided may include, but are not limited to:
  - a) Evaluations, investigations, recommendations, analysis, cost and time estimates, testing, reports, studies, designs, preparation of construction documents, and field inspections.
  - b) Professional involvement throughout all phases of the project such as development of programs; creation of design and construction documents; preparation of reports; periodic progress reports and meetings; processing of invoices for services; timely processing of project correspondence, construction requests for payment/invoices, and review of material and equipment submittals, construction observations, and project closeouts.
  - c) Other types of professional and non-professional services of a nature consistent with the intent of this RFQ.
- 2.2 Offers shall be considered only from Offerors who are regularly established in the business called for and who, in the judgment of the District, are financially responsible and able to show evidence of their ability, experience, reliability, workforce, education, or other such capabilities to render prompt and satisfactory services to the District under this contract.
- 2.3 Once specific projects are awarded, services shall be provided under the terms and conditions provided under this contract agreement and scope of work in the letter of understanding submitted to the Provider for a specific project. No terms and conditions of the letter of understanding shall replace or amend the terms of this contract agreement. Work will be assigned as the need arises and solely at the discretion of the District. It is anticipated that HVAC design projects will be assigned in annual groups.

**Article 3**  
**Project Assignment**

- 3.1** Should a Provider be assigned a specific project, services shall be provided under the terms and conditions provided under this contract agreement and scope of work in the letter of understanding submitted to the Provider for a specific project. No terms and conditions of the letter of understanding shall replace or amend the terms of this contract agreement. Any terms and conditions stated in any project-specific letter of understanding that replaces, amend, deletes, or adds to the terms and conditions of this contract agreement shall not be binding even if signed by a District employee. The letter of understanding shall only serve to state an understanding of the scope of work assigned to the Principal.
- 3.2** The quantity of project assignments or lack of assignments to any Principal during the term of this contract shall not be disputable. Projects are to be assigned in a 2-part process: annual projects (determined by the District's need and budget allowances) and then according to design firm availability/suitability.
- 3.3** Although there is no maximum number of projects that can be assigned under this contract, the fees for each contract shall be negotiated based upon the Scope of Work required for each assignment.
- 3.4** Upon agreement of the District and Principal to the scope of work and engineering fees as negotiated for any project, work shall not commence until the Principal receives a properly executed contract from the District. No work shall be provided without securing a District contract.
- 3.5** Assignment of projects shall be contingent upon the District's sole determination per project is fair and reasonable and meets the District's needs. The District reserves the right to acquire fee estimates from more than one contracted Provider. Any Provider who does not have the personnel, the expertise, or other resources required for the project due to the workload of the Provider at the time of assignment shall have the right to decline a project.
- 3.6** In subsequent years, project assignment may be determined by availability of funding, prioritization of needs, or Board approval. Contracts for each project will be individually negotiated with the selected Consultant(s).

**Article 4**  
**Fees**

- 4.1** All fees for the contracted MEP engineering design services will be negotiated with the highest ranked Offeror(s) after the interviews have been conducted and approval has been granted by the Board but prior to a contract being awarded.
- 4.2** All fees negotiated with Offerors shall remain firm for the contract term. Fees proposed shall be all inclusive of all costs associated with the services except as stated in Sections 19 and 20 in the *Consultant Agreement*. Total project-specific, lump sum fees negotiated with Providers for a specific project shall be all inclusive of all costs associated with services to be provided except as stated in Sections 19 and 20 in the *Consultant Agreement*. Any and all reimbursable expenses are to follow guidelines established in Section 19 and 20 of the *Consultant Agreement*. Hourly fees will also be negotiated and will not change for the length of the contract, and will only be used as agreed-to in writing, in advance.

**Article 5**  
**Scope of Work**

- 5.1** The District intends to hire up to three (3) design firms to provide professional Mechanical, Electrical, and Plumbing (MEP) design services as may be required for the upgrade/replacement of existing Heating, Ventilation, and Air Conditioning (HVAC), Electrical, Fire Alarm, Fire Sprinkler, and Plumbing systems in several school facilities. The projects included in the work planned in this RFQ cover an approximate five (5) year period through the 2028 – 2029 school year.
- 5.2** MECHANICAL MODIFICATIONS / RENOVATIONS PROJECTS:  
The following lists of schools require mechanical modifications for the purposes identified below.

- Modify existing mechanical, electrical, fire alarm/sprinkler systems and/or plumbing systems to existing code requirements.
- Modify and update mechanical, electrical, and/or plumbing systems and/or equipment for more efficient and sustainable HVAC practices.
- Analyze existing MEP systems code compliance and/or effectiveness.
- Renovate and replace older mechanical systems that need to be modernized.
- Other Mechanical, Electrical, Fire Alarm, Fire Protection, and Plumbing modifications, upgrades, or replacements as required (including switchgear and panel upgrades).

The selected Consultant(s) shall perform the Work as may be required based upon a detailed program scope for each location as determined by the Owner. The Owner may choose to group portions of the work into a single contract assignment as may be beneficial to Horry County Schools.

The following school facilities, listed alphabetically, have varying scope of planned MEP modification / addition / renovation work through the 2028-2029 school year and may be subject to change based on availability of funding, prioritization of needs, or Board approval. Schools intended to be renovated and modernized as part of this RFQ are:

1. Aynor Middle
2. Black Water Middle
3. Burgess Elementary
4. Conway Elementary
5. Conway Middle
6. District Office
7. Facilities Bldg.
8. Forestbrook Middle
9. Green Sea Floyds Elementary
10. Green Sea Floyds High
11. Homewood Elementary
12. Kingston Elementary
13. Lakewood Elementary
14. Loris Elementary
15. Loris High
16. Loris Middle
17. Myrtle Beach Primary
18. Ocean Bay Elementary
19. Ocean Bay Middle
20. Ocean Drive Elementary
21. Palmetto Bays Elementary
22. Pee Dee Elementary
23. Riverside Elementary
24. Socastee High
25. South Conway Elementary
26. St. James Elementary
27. St. James High
28. St. James Middle
29. Waccamaw Elementary
30. Waterway Elementary

## **Article 6**

### **Evaluation Criteria**

- 6.1** Upon receipt of all offers by the opening date and time specified in the RFQ, the Office of Procurement Services shall review all offers for responsiveness to the contract manual. The District reserves the right to consider any offer as non-responsive based solely on its judgment that the offer does not satisfactorily meet the criteria of this contract agreement or the District's Procurement Code. Those offers found to be responsive shall be evaluated based on the merits of the technical offer submitted as it related to the evaluation criteria.

- 6.2** During the evaluation, a review committee shall read, review, and evaluate the offers based on the following criteria:
- a) Past performance;
  - b) The ability of professional personnel;
  - c) Demonstrated ability and willingness to meet time and budget requirements;
  - d) Location and knowledge of the locality of the project;
  - e) Recent, current, and projected workloads of the firms;
  - f) Creativity and insight related to the project;
  - g) Related experience on similar projects;
  - h) Volume of work awarded by the District to the Offeror during the previous 5 years, with the objective of effectuating an equitable distribution of contract by the District among qualified firms including Minority Business Enterprises, certified by the SC Office of Small and Minority Business Assistance and firms that have not had previous work.
- 6.3** The Committee must evaluate all submittals in accordance with the criteria listed above prior to conducting interviews and as set forth in SC Code 11-35-3220, as amended. After evaluating all submittals, the Committee shall create a short-list of firms considered most qualified for the Committee to interview. The Committee shall select a minimum of five (5) firms for interviews. If fewer than five firms respond to the invitation, the Committee shall interview each firm. The Committee may or may not conduct an interview.
- 6.4** The purpose of the interviews is to provide further information that may be required by the Committee to fully acquaint itself with the relative qualifications of the several interested firms. Participating in an interview does not guarantee a contract award.

**Article 7**  
**Offer Award**

- 7.1** The District reserves the right to award multiple contracts to no more than the three (3) highest ranked responsive and responsible Offerors based on qualifications.
- 7.2** The award of any contract is subject to the provision of the District's Procurement Code and any applicable laws of the State of South Carolina. Any contract entered into as a result of this solicitation shall be governed by the laws of the State of South Carolina.

**Article 8**  
**Term of Contract**

- 8.1** The term of this contract is for the period of five (5) years. Physical / actual work of the contract may extend beyond the five-year period depending on the time when assignments are issued within the established five-year period.
- 8.2** The milestones and project schedules will be determined and negotiated between the District and the Provider for each specific project.

# DEFINITIONS



Following are definitions of terms used in the *Proposal Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used. Terms may be defined where used, in the District's Procurement Code, or may be subject to normal and usual interpretation in the context used.

- 1. Addenda:** Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.
- 2. Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina with whom the District has a contractual agreement to provide services pertaining to construction that members of this profession or those in their employ may justifiably perform. The Architect/Engineer serves as the District's authorized representative to the extent of the contractual agreement between the Architect/Engineer and the District. Any reference to Architect/Engineer also includes any representatives, agents or employees of the Architect/Engineer.
- 3. Board:** The Horry County Schools Board of Education
- 4. Buyer:** Designee of the District Procurement Coordinator assigned to officiate the solicitation process for construction work or other related services.
- 5. Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
- 6. Contract Agreement:** The written and executed *Contract Agreement* between the District and the Contractor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
- 7. Contract Documents:** Documents including all terms and conditions and forms contained in the Contract Documents as originally published as well as any published bid addenda, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution.
- 8. Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
- 9. Design services:** Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 and awarded pursuant to Section 11-35-3220 of the South Carolina Consolidated Procurement Code
- 10. District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.
- 11. Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
- 12. Equipment:** The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".
- 13. ICC:** International Code Council
- 14. Informality or Irregularity:** A solicitation requirement not fully complied with by the Offeror, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Proposal Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
- 15. May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.
- 16. Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
- 17. Notice of Intent to Award:** The *Notice of Intent to Award* is sent electronically to all firms that responded to the solicitation and posted at the location on the Cover Page for Public Notices. The *Notice of Intent to Award* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. Such *Notice of Intent to Award* may be cancelled prior to the execution of a contract.
- 18. Offer:** The bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer".
- 19. Offeror:** The single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror".
- 20. Official Submission Form:** A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal opening date and time, which constitutes the Bidder's offer to furnish all materials and labor to accomplish the work at the offered prices in the time frame established by the District.
- 21. OSE:** The Office of School Facilities
- 22. Pre-proposal Conference:** A meeting, generally conducted at the worksite location if there is an existing structure, approximately fifteen (15) days prior to the bid opening date and time for potential bidders, the Architect/Engineer, and District representatives to view and/or discuss the conditions under which the work is to be performed and to provide clarification of the Contract Documents, which shall be confirmed in a subsequent *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Proposals*, only those proposals from those offerors represented at the mandatory conference shall be considered.
- 23. Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.
- 24. Project:** The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
- 25. Proposal Instructions:** A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and RFP/RFQ number identifies the RFP/RFQ instruction manual.
- 26. Representative:** An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
- 27. RFQ (Request for Qualifications):** The announcement soliciting responses from individuals or firms on the basis of demonstrated competence and qualification for the particular type of services required.
- 28. Shall:** The word "shall" or "must" or other such words or phrases used anywhere in the Contract Documents indicates a mandate that must be adhered to by the Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.
- 29. Software:** All related materials and documentation whether in machine readable or printable form.

30. **Solicitation:** This document, including all its parts, attachments and any Addenda.
31. **Subconsultant:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subconsultant to perform any work in relation to the project.
32. **Submittal and Public Opening Date and Time:** The date and time established in the RFP/RFQ or subsequent addenda for receipt of sealed responses.
33. **Suspension:** Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.
34. **Taxpayer Identification Number (TIN):** Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)

*End of Definitions*



# PROPOSAL INSTRUCTIONS



- 1. Offeror Representations:** By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal Instructions* as well as the work to be performed and the conditions under which the Contractor shall perform the work included in the Contract Documents (*Contract Agreement*, Exhibits A through C, specifications and drawings, forms and any other referenced documents therein) and the proposal is made in accordance therewith. The Offeror's principal certifies the proposal submitted is based upon the services required and/or the materials, equipment and systems specified in the Contract Documents, as amended by any addendum, and incorporates all costs necessary for the successful completion of the work to be performed in the stipulated time.
- 2. Offeror Licensing:** The Offeror's principal represents the Offeror has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a proposal/bid to and perform construction work for Horry County Schools ("the District"). The Bidder further represents all subcontractors stated on the *Official Submission Form* or subsequently enlisted to perform a portion of the work outlined in the Contract Documents also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or performing construction services for any governmental entity or the State of South Carolina. Offerors and their subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.
- 3. Proposal Documents:** Any potential Offeror is solely responsible for obtaining a complete set of solicitation Documents (*Proposal Instructions*, addenda and forms) as issued by the District and including the Contract Documents, which are an integral part of the solicitation process, from the posted source(s) as directed in the *Request for Qualifications*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the solicitation Documents or Contract Documents.
- 4. Pre-Existing Site Conditions:** Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work. If the Offeror receives a contract award but failed to make such examinations, the Offeror shall in no way be relieved of the obligation to comply in every detail with all provisions and requirements of the Contract Documents without additional compensation or time.
- 5. Pre-Bid Conference:** While the District considers any scheduled pre-bid conference critical to understanding the bidding and project requirements and site conditions; attendance is non-mandatory unless otherwise stated in the *Request for Qualifications*; however, Offerors are responsible for ensuring they have received the information from the pre-bid conference site review provided in a subsequent addendum. The date, time and location of any pre-bid conference are stated in the *Request for Proposals*.
- 6. Addenda:** Addenda shall be issued prior to the proposal opening date and time for the purposes of modifying or interpreting the Contract Documents through additions, deletions, clarifications or corrections. No addendum shall be issued later than four (4) days prior to the proposal opening date except to a) withdraw the *Request for Qualifications*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line bidding source(s) stated in the *Request for Qualifications*. An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.
- 7. Authorization – Signing Your Offer:** Every offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an offer is signed by an agent other than as stated in subparagraphs (a) through (d) above, the offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
- 8. Official Submission Form:** To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the Official Submission Form shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.
- 9. Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered. To submit confidential information, see [https://procurement.sc.gov/files/ose/Submitting\\_Confidential\\_Information\\_and\\_Redacted\\_Offers.pdf](https://procurement.sc.gov/files/ose/Submitting_Confidential_Information_and_Redacted_Offers.pdf).
- 10. Subconsultant Disclosure:** The successful Offeror will be the primary point of contact with regard to all stipulations, including payment of all fees and the meeting of all requirements of the *Request for Qualifications* and the subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. **Disclosure of subconsultants after contract award is not acceptable.** Any Offeror, whose response includes subconsultants, is required to act as the primary administrative contact for services to be performed by those subconsultants and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subconsultant that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subconsultant of the Offeror. The District must be assured that any proposed subconsultants can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subconsultants recommended to the District must be disclosed in the response.
- 11. Subconsultant Substitution:** The District shall have the right to reject any subconsultant that ordinarily appears to meet the requirements but, unknown to the Offeror, is not acceptable to the District at the time of proposal submission. Substitution of an unacceptable subconsultant shall be in accordance with the District's Procurement Code. If, at the bid opening, the Consultant lists a subconsultant who, at the time the bid was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subconsultant, the bid shall be considered non-responsive unless allowed by the District under Paragraph 20.
- 12. Use of Minority and Economically Disadvantaged Subcontractors:** The District encourages the Bidder's use of minority-owned and women-owned businesses as subconsultants provided they meet all the requirements of the *Proposal Instructions*, as applicable.
- 13. Vendor Registration Mandatory:** The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective offerors must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.
- 14. On-Line Bidding Instructions:** (a) Mandatory Registration: You must register before you can submit an offer online. See clause entitled "Vendor Registration Mandatory". To register or submit and offer, please visit the following site: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. (b) Once registered and signed into the system, choose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from the Bidder. (c) To confirm your offer has been submitted, you should receive an email notification from [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) with the subject line "Vendor Bid File Submittal". Only offers with an email status of "Vendor Bid File Submittal" have been received by the District.

If you experience any issues, contact Vendor Registry Support Team by email at [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) or toll free at 844-802-9202. **PLEASE NOTE:** Do NOT wait until the last minute to enter your submission. Registration for new contractors can take up to three (3) days.

**15. Submitting a Paper or Modification:** Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS."

If you must submit a paper offer or modification the following instructions apply: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to one of the following address and as provided on the Official Submission Form:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Horry County Schools	Horry County Schools
Attn: Procurement Office/ B300	Attn: Procurement Office/ B300
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. The District is only receiving packages via of delivery service on Tuesdays and Thursdays. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) If the solicitation is a Request for Proposals or Request for Qualifications, refer to Section Proposal Special instructions # 3. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The District's Mail Services picks up all mail from the US Postal Service daily, around 9:00AM (excluding weekends and holidays), and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled Deadline for Submission.

**16. Deadline for Submission of Offer:** Any offer received after the Procurement Officer of Horry County Schools or their designee has declared that the time set for opening has arrived shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover page prior to the bid opening or the governmental body's mailroom which services that purchasing office prior to opening. [R. 19-445.2070(G)]

**17. Ownership of Materials:** All materials submitted in response to the *Request for Qualifications* shall become the property of the District. The original response submitted shall be retained for the official files, and it along with the redacted copy shall become a public record after award and shall be open to public inspection upon request under the Freedom of Information Act. All other copies of the response submitted may be destroyed after an award is made.

**18. Proposal Acceptance Period:** Any proposal submitted in response to this *Request for Qualifications* constitutes a firm commitment for a period of sixty (60) days following the proposal opening date and time.

**19. Withdrawal or Modification of a Bid:** A response shall not be modified, withdrawn or cancelled by the Offeror during the sixty (60) calendar days immediately following the public opening date and time as stated in the *Request for Qualifications* or any subsequent addenda as may be provided for in the District's Procurement Code. Any District request for clarification or additional information regarding a response shall not be considered as authorization to amend any portion of the initial response.

Prior to the public opening date and time, a proposal may be modified or withdrawn by notice to the District's Buyer listed in the *Request for Qualifications*. Such notice shall be in writing with the signature of the Offeror that signed the original response and shall be mailed, hand delivered, or sent via express carrier in a sealed envelope to arrive no later than the submittal and public opening date and time.

**20. Offeror Responsiveness:** For a proposal to be considered by the District, the Offeror shall first be determined by the District to be responsive to the proposal requirements. Any proposal which fails to conform in all material respects to the essential requirements of the *Proposal Instructions* and the required forms shall be considered non-responsive and rejected as provided for in the District's Procurement Code. A proposal is non-responsive if, at the proposal closing, the Engineer lists a Consultant who, at the time the proposal was submitted, was not sufficiently and appropriately licensed under State law to perform the work, and such non-responsiveness is not subject to cure by substitution. Any proposal which the District is prohibited by law from considering shall be rejected as non-responsive unless allowed by the District under Paragraph 20.

**21. Offeror Responsibility:** For a *Contract Agreement* to be executed, the Offeror shall also be determined by the District to be responsible. The District may make any and all reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work timely and to the satisfaction of the District. A determination of responsibility focuses on whether the Offeror has the necessary facilities, resources, qualifications, and ability to provide the work specified in the Contract Documents in a satisfactory and timely manner. For an Offeror to be deemed responsible, it must have the capability in all respects to fully perform the contract requirements and have the integrity and reliability to assure timely good faith performance, which may be substantiated by past performance. Factors used to assess responsibility may include, by way of illustration and not limitation, a) availability of appropriate finances, material, equipment, facilities, expertise, and personnel resources, or the ability to obtain them, necessary to meet all contractual requirements; b) a satisfactory record of performance and integrity with the District and other governmental entities; c) no outstanding debts owed nor any judgments in the past five (5) years or currently pending with the District or any other entity; d) the capability of legally contracting with the District or the State of South Carolina; e) Offeror and subconsultants being properly qualified and eligible to contract for the work as stated in the next paragraph; f) supplying all necessary, required and requested information within forty-eight (48) hours of the request by the District; and g) submit to a very detailed evaluation process administered by the District which includes all subconsultants.

**22. Minimum Consultant Qualifications Required:** The District reserves the right to reject any Offeror as non-responsible if the evidence submitted by the Offeror or any investigation of the Offeror fails to satisfy the District of the responsibility factors in the previous paragraph and, by way of illustration and not limitation, the following:

A. The Offeror's experience, skill, and ability, to perform the work required as well as the experience, skill, and ability of key personnel. At least one principal of the business shall have a minimum of five (5) years of documented civil engineering design experience.

The District's requirements for staffing the project listed in the *Contract Agreement* are to be considered the minimum amount of key supervisory staff assigned to the project. The Engineer / Consultant, with his in-depth knowledge of civil engineering design projects must allocate the necessary personnel to deliver the project in a timely, safe, and quality manner.

B. The Offeror having and maintaining a valid Engineer's license with the South Carolina Licensing and Regulations Board, as may be required. Engineers and Consultants shall have been licensed by the South Carolina Engineering Licensing Board for a minimum of five (5) consecutive years immediately prior to the bid submission in the discipline the Contractor or subcontractor will be performing.

C. The Offeror's ability to meet the required insurance and bonding requirements.

D. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror and the listed subcontractors and their key employees, owners, directors, officers or others associated with them.

E. The quality of the Offeror's and listed subcontractors' past and present performance on other contracts entered into and the Contractor's experience with projects similar to the one identified in the Contract Documents.

F. Any current contract between the District and the Offeror or any listed subconsultant in compliance with all terms and conditions of the contract.

G. The Engineer or any listed Consultant not currently debarred from doing business with the State of South Carolina, the District or any other governmental entity.

H. Any amounts due and payable to the District by the Offeror or any listed subconsultant paid in full prior to the bid submission.

**23. Right of Waiver:** In accordance with the District's Procurement Code, the District reserves the right to a) waive minor informalities or irregularities; b) reject any and all responses or any portions, thereof; c) accept firm proposals from the top rated Offerors to the RFQ in such number as the District may determine and select such proposal that the District deems is in the best interests of the District; d) negotiate with the Offeror whom the District deems can provide the best Civil Engineering services; e) reject any and all proposals offered or any portions thereof; or f) other such rights as provided in the District's Procurement Code or this RFQ.

**24. Non-Collusion Clause:** By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties to this competitive *Request for Qualifications*. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists

among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

**25. Bidding Expenses:** All costs associated with a) attendance at any pre-proposal conference(s) or other proposal meetings including pre-award interviews, b) worksite observations, c) preparation and presentation of a proposal, d) supplying any documentation required by the District for purposes of determining Offeror responsibility or in relation to any protest or appeal, or e) any other costs incurred prior to execution of a *Contract Agreement* is solely the responsibility of the Offeror.

*End of Proposal Instructions*

# PROPOSAL SPECIAL INSTRUCTIONS



**1. Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.

**2. Prohibited Communications and Donations (FEB 2015):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law:

(a) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity**, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445-2165, which restricts donations to a governmental entity with whom you have or seek to have a contact. **You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date** [R. 19-445.2165]

**3. Number of Copies to be Submitted:** One (1) original, and one (1) Redacted Copy of your offer through the online vendor URL as provided on the Cover Page. If you must submit a paper copy by mail or hand delivered, offeror shall submit one (1) Original, five (5) copies, and one (1) electronic copy on a thumb drive.

**4. Response Format:** Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Responses are limited to standard (8½" x 11") pages using a minimum of a 10-point font. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix. Responses shall be portrait orientation. In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages, including covers, which must be soft – no hard notebooks. The Standard Form 330 is not included in this page count. PDF file no larger than 10MB.

**5. Electronic Copies – Required Media and Format (Revised March 2020):** Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officers must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

**6. Submitting Redacted Offers:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Electronic Copies – Required Media and Format".) Except for the redacted information, the USB drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

**7. Qualifications Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.

**8. Submitting Your Offer or Modifications (Mar 2015 MODIFIED):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS". Paper offers are discouraged. If you must submit a paper offer or modification, the following instructions apply: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope of packages must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or medication is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies through the URL as indicated on the Cover Page. If mailing or hand delivery of the offer, refer to Section Proposal Special Instructions #3. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**9. Discussion with Responsive Offerors:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

**10. Drug Free Workplace Certification:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**11. Ethics Certificate:** By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice of 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 Specialist at the time the law requires the statement to be filed.

**12. Open Trade Representation (June 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**13. Illegal Immigration:** (An overview is available at [www.procurement.sc.gov/immigration](http://www.procurement.sc.gov/immigration).) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or

(b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 1. [07-7B097-1]

**14. Protest Procedure:** If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing (a) by email to [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net), (b) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 260005, Conway, SC 29528-6005.

*End of Proposal Special Instructions*

# INFORMATION FOR OFFERORS TO SUBMIT



The Offeror shall prepare a response to all the following questions and shall submit to Horry County Schools as stated in the *Proposal Special Instructions* section "Number of Copies to be Submitted". Each **SECTION** should begin on a separate sheet.

## SECTION 1: Signatory/Information Sheets

The qualifications package shall begin with a one-page cover letter, briefly identifying the offering firm and stating that the Principal submitting the offer and signing the **Official Submission Form** has the authority to bind the Principal and the Offeror in a contract.

The **Official Submission Form** shall follow the cover letter and all questions shall be answered and addenda acknowledged.

Following the **Official Submission Form**, the Principal shall indicate on a separate sheet any exceptions to the terms and conditions of this contract manual **and suggest an alternate condition**. Please be sure the solicitation condition is clearly identified. The Principal is cautioned that the District has the right to accept or reject any proposed alternate conditions and that listing of alternate conditions which could alter the relative standing of the Offerors could make the offer non-responsive to the solicitation requirements. Firms are encouraged to submit any requests for contract changes by the time required in the solicitation for submission of questions, requests for qualifications, etc.

## SECTION 2: Prior Performance and Related Experience on Similar Projects

Principal shall submit information on five (5) projects completed within the last five (5) years that best illustrate capabilities including:

- a) Description and scope of project
- b) Contact person and contact numbers/email
- c) Initial budget for engineering design services and construction services and final expenditures
- d) Initial time frame for architectural design services and construction services and actual completion time frame.
- e) A brief description of a major problem and solution

It is desired that at least three of the projects/examples required above demonstrate related experience in designing to:

- a) Large-scale replacement of existing mechanical systems and related electrical, plumbing and construction components (e.g. ceiling demolition and repair) components.
- b) Replacement of varied systems such as split-system heat pumps, chillers, etc.

It is also desired that at least three (3) of the five (5) projects/examples have been for school facilities in South Carolina. Remaining projects shall be other governmental entities, preferably within South Carolina.

The projects/examples listed in this section shall serve as references should the District choose to contact them. Failure to include viable and accurate data, contact information, and project information may be ample cause for rejection of the qualifications package as non-responsive.

## SECTION 3: Principal / Offeror Technical Expertise & Experience

In this section, Principal shall identify the name(s) of the individual(s) that meet the minimum requirements listed in the *Proposal Instructions*. Provide information for employees, subcontractors, or consultants that you can reasonably predict may work on District projects. No other personnel, subcontractors, or consultants shall work on District projects except as approved by the District. You may include more than one name in each section (other than the Principal). Identify if the firm or its sub consultants are SC registered SMB and what percentage of the project is to be performed by an SMB.

Include in this section:

- a) Brief resumes for Principal and all other staff that my work on District projects;
- b) Copies of current SC licensure for each individual;
- c) Pertinent information about any subcontractors or consultants that will be providing any work on District projects;
- d) Information related to licensing reprimands, revocations, cease and desist orders, etc. filed on Principal or any other Principal for the Provider by the S.C. Labor, Licensing and Regulation office

Confine response to the provided form and no more than three (3) additional pages per Principal, staff member, subcontractor or consultant identified on the form. Use a standard font and no less than size 10.

## SECTION 4: Principal's Education, Professional Development & Recognitions

In this section, Principal shall identify his/her educational background.

Principal shall provide dates and types of training and continuing education Principal and associated individuals, subcontractors and consultants who are predicted to work on these projects have participated in over the past five (5) years.

Principal shall provide details on professional recognitions received in the past five (5) years and the Principal's and Provider's reputation and professional standing in the engineering field, honors, memberships in local councils, etc.

Principal shall provide brief educational background, professional development and recognitions on the individuals, subcontractors, or consultants who will be providing work for the District. Please provide information for all other employees who may reasonably expected to complete work on these projects.

Finally, the Principal shall indicate the Provider's past philosophy regarding continuing education and training for staff and how this will benefit the District.

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

**SECTION 5: Accessibility of Principal and Offeror and District Commitment**

In this section, Principal shall identify:

- a) Location of the Provider's main office address;
- b) Location of the Provider's office from which the Principal and staff will work on District projects;
- c) Information on Principal's accessibility to Horry County and how the Principal will be available to the District, including response time; and
- d) The Firm's philosophy on performing services for the District.

**SECTION 6: Recent, Current, and Projected Workloads**

In this section, Principal shall identify:

- a) Workloads/projects of firm completed within the last two (2) years;
- b) Current workloads of employees expected to provide services in conjunction with this contract; and,
- c) Projected workloads of employees expected to provide services in conjunction with this contract for the next three (3) years.
- d) Volume of work awarded to the Offeror by Horry County Schools in the last 5 years, and what percentage was completed by an SMB, with the objective of effectuating an equitable distribution of contracts by the District among qualified firms including Small and Minority Business Enterprises.

Confine response to no more than four (4) typewritten pages using standard font and no less than size 10.

**SECTION 7: Creativity and Insight Related to the Project**

In this section, Principal shall identify the firm's creativity and insight into renovating / upgrading older HVAC systems relative to current applicable code requirements, and specific experience with coordinating active or phased construction with facilities that are occupied.

Confine response to no more than three (3) typewritten pages using standard font and no less than size 10.

*End of Information for Offerors to Submit*

**Official Submission Form**



<b>OFFICIAL SUBMISSION FORM</b>	Solicitation Type:	Request for Qualifications (RFQ)
	Solicitation Number	2324-51VS
	Date Issued	5/16/2024
	Procurement Specialist	Valiant Sommers, NIGP-CPP, CPPB
	Phone	(843) 488-6938
	E-Mail Address	<a href="mailto:vsommers@horrycountyschools.net">vsommers@horrycountyschools.net</a>
	Address	HCS, Procurement Office
	Mailing:	Physical:
	PO Box 260005	335 Four Mile Road
	Building B, Room 300	Building B, Room 300
	Conway, SC 29528	Conway, SC 29526

**Date of Offer:** \_\_\_\_\_ **Federal Identification Number:** \_\_\_\_\_

**Offeror Firm/Provider Name:** \_\_\_\_\_

**Offeror Mailing/Street Address:** \_\_\_\_\_

**Offeror City/State/Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Website Address:** \_\_\_\_\_

**Name & Title of Principal:** \_\_\_\_\_

**Signature of Principal:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Principal's Email Address:** \_\_\_\_\_

Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.

Is the Principal on this cover sheet legally authorized to bind the Offeror?  Yes  No

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 sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provisions)

Acknowledgement of Addenda issued: Offerors acknowledge by receipt of addenda indicating amendment number and its date of issue.

Addendum No. \_\_\_\_\_ Offeror's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Offeror's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Offeror's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Offeror's Initials \_\_\_\_\_



**Offeror Firm/Provider Name:** \_\_\_\_\_

MINORITY PARTICIPATION AFFIDAVIT (JAN 2006):

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

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

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

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

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

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

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

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

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

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

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

[04-4015-3]

## SECTION 2

### Prior Performance and Related Experience on Similar Projects

**Offering Firm's Name:** \_\_\_\_\_  
**Principal's Name:** \_\_\_\_\_

**Design Examples** (*Representative floor plans, elevations, and other images that show the scope and complexity of the project are required.*):

**1.**

Company Name / Project Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Describe Project Scope: \_\_\_\_\_

Time Frames:	Design Services Start: _____	Design Services Complete: _____
	Construction Start: _____	Construction Complete: _____

Budget vs. Actual Costs:	Design Services Budget: _____	Design Services Actual: _____
	Construction Budget: _____	Construction Actual: _____

Major Challenge: \_\_\_\_\_

Solution: \_\_\_\_\_

Key personnel participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Key subconsultant participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**2.**

Company Name / Project Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Describe Project Scope: \_\_\_\_\_

Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
 Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_

Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
 Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_

Major Challenge: \_\_\_\_\_

Solution: \_\_\_\_\_

Key personnel participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Key subconsultant participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_

**3.**

Company Name / Project Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Describe Project Scope: \_\_\_\_\_

Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
 Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_

Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
 Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_

Major Challenge: \_\_\_\_\_

Solution: \_\_\_\_\_

Key personnel participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Key subconsultant participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_

**4.**

Company Name / Project Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Describe Project Scope: \_\_\_\_\_

Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
 Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_

Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
 Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_

Major Challenge: \_\_\_\_\_

Solution: \_\_\_\_\_

Key personnel participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_

Key subconsultant participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_

**5.**

Company Name / Project Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Describe Project Scope: \_\_\_\_\_

Time Frames: Design Services Start: \_\_\_\_\_ Design Services Complete: \_\_\_\_\_  
 Construction Start: \_\_\_\_\_ Construction Complete: \_\_\_\_\_

Budget vs. Actual Costs: Design Services Budget: \_\_\_\_\_ Design Services Actual: \_\_\_\_\_  
 Construction Budget: \_\_\_\_\_ Construction Actual: \_\_\_\_\_

Major Challenge: \_\_\_\_\_

Solution: \_\_\_\_\_

Key personnel participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_

Key subconsultant participation & Role  
 \_\_\_\_\_  
 \_\_\_\_\_

### SECTION 3

#### Principal/Offeror Technical Expertise & Experience

<u>Position</u>	<u>Minimum Requirements</u>	<u>Name</u>
Principal	Corporate Officer or Partner + license + 10 yrs. Exp.	_____
Discipline Leader	License + 7 yrs. Exp.	_____
Project Lead ( PM)	License + 5 yrs. Exp.	_____
Other (List title)		_____
Other (List title)		_____
Other (List title)		_____
Other (List title)		_____

Number of years Offeror has been in business: \_\_\_\_\_

Number of years Offeror has been in business in SC or had an office in the state: \_\_\_\_\_

Number of years Principal has been part of the firm: \_\_\_\_\_

Number of projects completed for school districts in the past five (5) years: \_\_\_\_\_

Number of projects completed for other governmental entities in past five (5) years: \_\_\_\_\_

Total number of projects completed in the past five (5) years: \_\_\_\_\_

Total number of projects completed for Horry County Schools in the past five (5) years: \_\_\_\_\_

Total percentage completed by SC certified Minority Business \_\_\_\_\_

Total number of projects completed in the last five (5) years on schedule: \_\_\_\_\_

Total number of projects completed in the last five (5) years within 10% of estimated budget: \_\_\_\_\_

Number of litigations/debarments filed against the firm in the last five (5) years: \_\_\_\_\_

Number of licensing reprimands, revocations, cease and desist orders, etc. filed on Principal:  
(If other than "0", provide details on a separate sheet.) \_\_\_\_\_

# **CONSULTANT AGREEMENT WITH EXHIBITS AND ATTACHMENTS**



## Consultant Agreement with Exhibits and Attachments

- a. Exhibit A: Scope of Work
- b. Exhibit B: Change Order
- c. Exhibit C: Payment Request
- d. Attachment A: Application for Payment & Schedule of Values

# CONSULTANT AGREEMENT



<b>THE DISTRICT:</b>  Horry County Schools 335 Four Mile Road (29526), P.O. Box 260005 Conway, South Carolina 29528-6005 <b>Contact:</b> TBD <b>Phone:</b> 843-488-	<b>THE CONSULTANT:</b>  <b>Contact:</b> <b>Phone:</b>	<b>CONTRACT EFFECTIVE DATE:</b> <b>PROCUREMENT NUMBER:</b> 2324-51VS <b>PROJECT NAME:</b> MEP Design Services <b>TOTAL CONTRACT PRICE AS NEGOTIATED:</b> \$ <b>ESTIMATED REIMBURSABLE EXPENSES:</b> \$
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**THE CONSULTANT AND THE DISTRICT, BOTH AS IDENTIFIED ABOVE, DO HEREBY AGREE TO BE BOUND BY THE TERMS, CONDITIONS AND SCOPE OF CONSULTANT'S WORK IDENTIFIED IN THIS AGREEMENT IN RELATION TO THE ABOVE IDENTIFIED PROJECT:**

1. **Contract Validity & Intent:** This executed Agreement, including the Exhibits and any documents incorporated therein, shall represent the entire and integrated contract between the District and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. Any phrase or sentence contained in this Agreement that is found by the courts not to be in conformance with the laws of the State of South Carolina shall not nullify the entire Agreement but only that portion found to be in conflict.
  2. **Relationship of the Parties:** The District and the Consultant (defined as the entity identified above, its owners, principals, directors, employees, representatives, agents and any other individual or entity enjoined to the Consultant for purposes of performing any of the work hereunder) accept the relationship of trust and confidence established by this Agreement, the incorporated Exhibits, and any documents referenced therein. The Consultant will cooperate with any other professionals, consultants, or contractors retained by the District to further the interests of the District in relation to the project identified. Should the project include construction to accomplish the end result, the Consultant shall comply with the activities, time frames or other requirements ascribed to the "Architect" or "Engineer" in the District's construction documents.
  3. **Ownership of Instruments of Service:** The District shall have ownership of all sketches, drawings, designs, specifications, maps, photographs, studies, surveys, reports, recommendations, and any other work or instruments of service developed in the performance of this Agreement, including those in electronic format prepared by the Consultant. This right of ownership shall include the nonexclusive license to reproduce the documents for purposes of constructing, using and maintaining the project described, permitting other consultants to use, reproduce, make corrections, additions or alterations for any of the District's other projects, without additional cost to the District. With respect thereto, the Consultant agrees to and does hereby grant to the District a royalty-free license to all such data or instruments of service, which may normally be covered by copyright or to which rights of ownership may normally be asserted to establish any claim under the design patent or copyright laws.
  4. **Right to Audit:** The District, the District's contracted auditor, or the Office of General Services of the State of South Carolina shall have the right to audit the accounting books and records of the Consultant to the extent the books and records relate to the performance of this Agreement. Such books and records related to the Scope of Work (Exhibit A) and the project identified in this Agreement shall be maintained by the Consultant for a period of not less than three (3) years from the date of final payment to the Consultant.
  5. **Governing Law:** The terms and conditions of this Agreement shall be governed by the District's Procurement Code and the applicable laws of the State of South Carolina, which shall include, but not be limited to, the Consultant being appropriately licensed by the State of South Carolina as required by law.
  6. **Code Compliance:** By acceptance of this Agreement, the Consultant represents and acknowledges that it has full knowledge of all applicable laws, statutes, codes, standards, rules, and regulations (hereinafter known as "applicable laws") relating to the Scope of Work (Exhibit A) in force at the time of execution of this Agreement in the jurisdictions in which the project is located and by this representation agrees to comply with those applicable laws. Should the Consultant fail to comply with all applicable laws, the Consultant hereby agrees to bear all resulting costs including, but not limited to, the full cost of a) correcting the documents, records, and instruments of service; b) replacing any reproducible drawings, surveys, maps, or other graphical representations affected, and, c) at the District's discretion, the costs for correction or replacement of construction made necessary by the Consultant's failure.
  7. **Governmental Approvals:** The Consultant shall be responsible for filing any required documents for the approval of any governmental authorities having jurisdiction over the project unless otherwise stated in the Scope of Work (Exhibit A). The Consultant is responsible for notifying and coordinating with all governmental authorities and ensuring that all documents are filed timely such that approvals and/or permitting by those governmental authorities will not delay the project.
  8. **District Representative:** The District shall designate a representative authorized to act on the District's behalf to a) secure necessary approvals; b) serve as liaison between District and the Consultant; c) render decisions in a timely manner; d) monitor the Consultant's work for conformance with this Agreement; e) perform other duties and responsibilities on behalf of the District. That representative has the right to authorize other District employees to act on behalf of the representative and the District in relation to the Scope of Work (Exhibit A) and any resulting construction.
  9. **Consultant Representative:** The Consultant shall designate a principal representative (the Principal) who can bind the Consultant in this Agreement and any subsequent changes and assume full responsibility for the quality and timeliness of the work rendered and resolve any issues or concerns related to the work.
  10. **Consultant Performance:** The Consultant's work shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Scope of Work (Exhibit A), the project, and the District's directives.
  11. **Safety & Security:** The safety and security of District staff, students and the general public are of utmost priority to the District. To that end, the Consultant shall be responsible for complying with the following:
    - A. **No drugs, alcohol, knives, firearms or other weapons on District property**, whether or not there is an existing occupied building.
    - B. **No fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, or District representatives, agents, or employees.**
    - C. **No improper attire, actions or gestures while on any District property.**
    - D. **No smoking on District property** in conformance to Horry County Board of Education policy. Violations of such policy shall result in a civil penalty of up to \$1,000 per occurrence to the individual responsible and/or the Consultant for whom the individual is a Principal, employee, agent, or representative.
    - E. At a District location with an existing, occupied building the Consultant shall separate activities and construction requirements from the occupied portion of the building and take any necessary precautions to ensure **minimal disruption of the educational process** during the Scope of Work (Exhibit A) and any subsequent construction.
    - F. Secure **SLED (State Law Enforcement Division) criminal background checks** on all the Consultant's Principals, owners, directors, employees, agents, and representatives performing activities on District property. No employees, agents or representatives of the Consultant having committed violent crimes, crimes against children, or crimes of moral turpitude are allowed access to the District's premises. Such SLED criminal background checks shall be maintained on file in the offices of the Consultant and shall be made available to the District's representative or the District's legal counsel immediately upon request.
- Failure to meet these requirements of conduct may result in arrest and/or removal of the offending individual(s) from District property, stoppage of the work until corrective action is taken, reports to legal authorities, or any other action deemed appropriate by the District at no additional cost to the District or change in the agreed upon Scope of Work (Exhibit A), fees, and work completion date.**

**12. District-Provided Information:** The District shall provide information known to the District in a timely manner regarding requirements for and limitations on the Scope of Work (Exhibit A) or the project; however, the Consultant shall verify the accuracy of all information provided by the District prior to use or reliance upon such information in the performance of any work or the preparation of any instruments of service.

**13. Meetings:** The Consultant shall anticipate the need for meetings with District staff, the Horry County Board of Education, any public authorities and any contractor as may be necessary for the Scope of Work (Exhibit A) or project construction, which shall be at no additional cost to the District.

**14. Work Stoppage and Delay:** The District shall have the right to stop or delay the work of the Consultant up to thirty (30) days for any reason expedient to the District without termination of the Agreement. The work completion date shall be amended by the District, as appropriate, provided the delay is not the fault of the Consultant.

**15. Scope of Work:** The Scope of Work required by this Agreement shall be as stated in Exhibit A, which is an integral part of this Agreement. The Consultant shall perform the work described therein and shall prepare any drawings, specifications, permit applications, maps, surveys, studies, calculations, recommendations, delineations, or other documents or instruments of service, including field investigations reasonably required to support these, to meet the requirements of the Scope of Work (Exhibit A).

**16. Consultant Fees:** The Consultant's fees stated in the Scope of Work (Exhibit A) are for all costs associated with performance under this Agreement, including all taxes and other expenses of doing business. The District shall not pay more than the amount specified except through a properly executed Change Order (Exhibit B) amending the Scope of Work (Exhibit A), the Consultant's fees or reimbursable expenses.

**17. Additional Work:** If any additional work is requested of the Consultant, the District shall prepare a Change Order (Exhibit B) to this Agreement. Written approval of the Change Order by the District is required before performance of any additional work. No payment shall be forthcoming for work rendered or any reimbursable expenses without an properly executed Change Order (Exhibit B).

**18. Payment:** Payment for work rendered shall be made by the District within thirty (30) days following the completion of the Consultant's work and presentation to and approval by the District of any instruments of service. If the duration of the project is sixty (60) days or more, the Consultant may request interim payments no more often than thirty-day intervals for work completed to the date of the Payment Request (Exhibit C). The Consultant shall present to the District a Payment Request (Exhibit C) containing a detailed description of work completed to the date of the request, fee payment requested, and reimbursable expenses for which payment is requested with copies of invoices or other proof of expenditures. When the Consultant requests the final Payment Request for completion of the Scope of Work (Exhibit A), all documents, graphical representations or other instruments of service required by the Scope of Work (Exhibit A) must be submitted to the District before final payment will be authorized. The District shall accept no responsibility for payment of additional work or reimbursable expenses if the Consultant has not followed the prescribed pre-approval, Change Order (Exhibit B), and Payment Request (Exhibit C) processes.

**19. Non-reimbursable Expenses:** The following expenses are considered part of the total Consultant fees and are not reimbursable:

- A. Transportation in connection with the Scope of Work (Exhibit A) including transportation to meetings, site visits, out-of-town travel and subsistence, hotels, per diem, business copies, faxing, internet work, or other forms of business expenses while traveling.
- B. Business expenses including electronic and telephonic communications, long-distance charges, faxing, copying, printing, consumable supplies, clerical services or other expenses normally incurred in the conduct of business.
- C. Overtime work required of employees necessary to meet the Scope of Work (Exhibit A).
- D. Any expenses related to insurance dedicated to the Scope of Work (Exhibit A) required by the District in excess of that normally carried by the Consultant.
- E. Mailing expenses or courier services.
- F. Computer use or other overhead expenses such as marketing, office management, accounting and payroll services, or other similar services.
- G. Other expenses not directly attributable to the Scope of Work (Exhibit A).

**20. Reimbursable Expenses:** Reimbursable expenses are in addition to the agreed upon Consultant fees and include expenses incurred by the Consultant as defined in the Scope of Work (Exhibit A) such as payment for governmental permits and fees. Request for payment of reimbursable expenses shall include substantiating documentation acceptable to the District showing actual costs incurred.

**21. Interest:** Interest shall accrue at the rate established by the District's Procurement Code when payment exceeds forty-five (45) days from the date the *Payment Request* (Exhibit C) is received provided delayed payment is not directly or indirectly attributable to a) non-conforming work by the Consultant, b) errors, omissions or inconsistencies in the instruments of services provided, c) an incomplete or inaccurate Payment Request (Exhibit C) submitted by the Consultant, or d) other failure or default of the Consultant.

**22. Payments Withheld:** The District shall notify the Consultant, in writing, within seven (7) business days of any amounts withheld from payment due to non-conformance with the terms of this Agreement or the Scope of Work (Exhibit A). The Consultant shall take immediate action to correct the deficiencies, and calculation of the payment period shall begin at such time as the Consultant has remedied any deficiencies or provided a corrected Payment Request (Exhibit C).

**23. Insurance:** The Consultant shall maintain throughout the term of this Agreement the standard form of General Liability and Professional liability with an insurance company licensed by the State of South Carolina with an "A" minimum rating of performance in the minimum amount of \$1,000,000 per occurrence for General Liability and \$1,000,000 per occurrence for Professional Liability. Such professional liability insurance shall include contractual liability covering the Consultant's indemnity requirements herein and such insurance shall include Horry County Schools as an additional insured. In addition, the Consultant shall maintain Worker's Compensation meeting the South Carolina statutory requirements, business automobile liability in the minimum amount of \$500,000 per occurrence and any other insurance advisable, standard with the industry, commensurate with the work to be performed. The maintenance in full, current, force and effect of such form and amount of insurance required herein shall be a condition precedent to the Consultant's exercise and enforcement of any rights under this Agreement. The Consultant's insurance agent shall provide to the District, prior to the commencement of any services, an original and valid certification of insurance on the standard form provided for such and incorporating a provision requiring written notice be given to the District at least thirty (30) days prior to any cancellation, non-renewal or modification (i.e., coverage reductions, changes in covered losses, etc.) of the policy.

**24. Errors, Omissions, Deficiencies, or Inconsistencies:** The Consultant shall be responsible to the District for errors, omissions, deficiencies or inconsistencies in the Consultant's work or instruments of service. The review and/or acceptance of the work completed or the instruments of service by the District or any regulatory authority shall not relieve the Consultant of responsibility for non-compliance with applicable laws nor for errors, omissions, deficiencies, and inconsistencies in the work of the Consultant. The District shall provide written notice of any known errors, omissions, deficiencies or inconsistencies and requirements for correction of same and to identify damages incurred as a result of such error, omission, deficiency or inconsistency.

**25. Negligent Acts:** The Consultant shall be responsible for the Consultant's negligent acts and any other acts of commission or omission, including those acts by such persons for whom the Consultant is liable. The Consultant shall not have control over or charge of and shall not be responsible for the negligent acts of the District or any construction contractor. The District shall provide written notice of any known negligent acts or acts of omission or commission for which the Consultant is responsible for correction of same and to identify damages incurred as a result of such negligent acts or acts of commission or omission.

**26. Assignment:** The District and the Consultant respectively bind themselves, their partners, successors, assigns and legal representatives to the other party in this Agreement. Neither party shall assign this Agreement in whole or in part without written consent of the other party. If either party attempts to make such assignment without consent of the other party, the assigning party shall nevertheless remain legally responsible for all obligations under this Agreement.

**27. Written Notice:** Written notice shall be deemed to have been duly served if delivered in person to the Consultant, District, or other employee of the entities for which it was intended and from whom signature is received, or if sent by registered or certified mail to the last business address known to the party giving written notice.

**28. Waivers:** No action or failure to act by the District shall constitute a waiver of any right or duty afforded the District under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence to a breach thereunder, except as may be specifically agreed in writing.

**29. Consultant as Independent Consultant:** The Consultant shall be legally considered an independent Consultant and the District shall not, under any circumstances, be responsible for the withholding of taxes, payment of payroll-related taxes, or provision of any other employment benefits for the Consultant's employees.



**30. Dispute Resolution:** By acceptance of this Agreement, the Consultant agrees that any complaint or claim arising out of the interpretation of this Agreement or the performance of the work between the Consultant and the District shall not be subject to arbitration or mediation but shall be subject to the jurisdiction and processes of the District's Procurement Code. After exhausting the administrative process under the District's Procurement Code, the Consultant agrees that the judicial venue for any suit, action or proceeding arising out of or relating to this Agreement shall be proper only in the Court of Common Pleas for Horry County, State of South Carolina. The Consultant and the District hereby waive and disclaim any and all right to a jury trial on any controversy arising from this Agreement. The Consultant agrees that any act by the District regarding this Agreement is not a waiver of the District's sovereign immunity. The Consultant and District waive listed damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The listed damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss of profit other than anticipated profits arising directly from the work to be performed and for attorney's fees, insurance, and interest (excluding post-judgment). The presence of any dispute between the District and the Consultant, or legal proceedings arising from such disputes, shall not relieve the Consultant of its obligations to properly and expeditiously perform the Scope of Work (Exhibit A) and comply with the District's directives.

**31. Termination:** If the Project or the Consultant's work is suspended for more than thirty (30) consecutive days, the Consultant may terminate this Agreement by giving written notice of not less than seven (7) business days. This Agreement may be terminated by the District without cause upon written notice of not less than ten (10) business days. In the event of termination, the Consultant shall only be compensated for work performed to the satisfaction of the District prior to the date of termination together with any reimbursable expenses then due upon submission of a Payment Request (Exhibit C) with required documentation.

**32. Indemnification:** To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the District, its Board of Education, employees, representatives and agents from and against all claims, damages, losses and expenses, including attorney's fees and expenses, arising out of or resulting from the performance of the Consultant provided the damages were caused in whole or in part by the Consultant or anyone for whose acts the Consultant is liable.

**33. Force Majure:** The Consultant shall not be responsible for damages arising out of delays from causes out of the control of the Consultant such as strikes or other labor disputes, severe weather conditions or natural disasters, fires, riots, war or other acts of God, failure of any governmental agency to act in a timely manner, failure of the District, the construction contractor or other consultants to perform, discovery of hazardous substances or other unusual site conditions. To compensate the Consultant for such delays, if necessary, the Consultant shall only be entitled to a reasonable adjustment in the work completion date.

**34. Minority Vendors:** The Consultant shall maintain records and shall report to the District within thirty days from the end of the District's fiscal year (June 30<sup>th</sup>) or the end of this Agreement, whichever comes first, all payments made during that fiscal year to women-owned and minority-owned businesses working under this Agreement. Such businesses shall be at least fifty-one percent (51%) owned by individuals classified as minorities or women.

**35. Drug-Free Workplace:** The Consultant shall be responsible for initiating, maintaining and supervising all drug-free programs in connection with the performance of this Agreement. The drug-free programs shall conform to Title 44, Chapter 107, § 44-107-10 through § 44-107-90 of the South Carolina Code of Laws as may be amended.

This Agreement, including the Exhibits and documents referenced therein, shall be the full agreement between the Consultant and the District and is executed in good faith on the contract effective date first listed above.

Attachments:

- Exhibit A Scope of Work
- Exhibit B Change Order
- Exhibit C Payment Request

CONTRACTOR	THE DISTRICT
<b>Name &amp; Title of Authorized Signatory:</b>  Date:  Signature:	<b>Name &amp; Title of Authorized Signatory:</b> Robin Strickland, Procurement Officer; John K. Gardner, Chief Financial Officer, Fiscal Services  Date:  Signature:

# SCOPE OF WORK (EXHIBIT A)



The following Scope of Work provides initial criteria, expectations, work to be performed, instruments of service to be provided, or other requirements which shall become an integral part of the Agreement with the Consultant. Changes shall only be made by a valid Change Order (Exhibit B), signed by both parties.

**PROCUREMENT NUMBER & NAME:** RFQ # 2324-51VS: MEP Design Services

**CONSULTANT:** TBD

**CONSULTANT REPRESENTATIVES, CONTACT INFORMATION, AND FUNCTIONS:**

TBD

**DISTRICT REPRESENTATIVE(S), CONTACT INFORMATION, AND FUNCTION(S):**

TBD

**PROJECT SCOPE AND OBJECTIVES:**

The Scope of Work is to provide properly-licensed professional Mechanical, Electrical, and/or Plumbing (MEP) Design Services as may be required for the upgrade / replacement of existing Heating, Ventilation, and Air Conditioning (HVAC), Fire Alarm, Fire Sprinkler, and Plumbing systems in several school facilities.

**DETAILED DESCRIPTION OF SCOPE OF WORK TO BE PERFORMED BY THE CONSULTANT IN RELATION TO THE PROJECT INCLUDING SITE CONDITIONS, INSTRUMENTS OF SERVICE TO BE PROVIDED, OR OTHER REQUIREMENTS:**

The selected MEP Consultant(s) shall be required to perform the Work as described below according to the specific requirements and needs of each location. The current list of projects includes the following schools and may be subject to change based on availability of funding or prioritization of needs. The Owner may also group the work into separate assignments, likely by geographic proximity, for efficiency of design and project management / construction administration. Proposed school work assignments:

Aynor Middle, Black Water Middle, Burgess Elementary, Conway Elementary, Conway Middle, District Office (Four Mile Road), Facilities Bldg., Forestbrook Middle, Green Sea Floyds Elementary, Green Sea Floyds High, Homewood Elementary, Kingston Elementary, Lakewood Elementary, Loris Elementary, Loris High, Loris Middle, Myrtle Beach Primary, Ocean Bay Elementary, Ocean Bay Middle, Ocean Drive Elementary, Palmetto Bays Elementary, Pee Dee Elementary, Riverside Elementary, Socastee High, South Conway Elementary, St. James Elementary, St. James High, St. James Middle, Waccamaw Elementary, Waterway Elementary.

1. Visit each location where Work is to be performed to fully analyze, investigate, evaluate, and inventory existing conditions, equipment, and related utilities.
2. Provide professional MEP recommendations for each location for removal and replacement of existing HVAC, electrical, fire alarm, fire sprinkler, and/or plumbing systems, exhaust fans at selected locations, and related other components. Recommendations will include selection of specific manufacturers, models, sizes, for mechanical units.
3. Provide complete professional MEP design and bidding documents to meet the minimum required codes for work of this nature.
4. Documents shall include complete plans and specifications, coordinated with the Owner's own documents, for all Work required to accomplish the design(s). The MEP engineer(s) shall engage the Owner before and during the design process to determine the appropriate equipment to be specified.
5. Documents shall include other professional and non-professional services or other Work as may be necessary and consistent with the Project Scope, or as required for repairs to incidental items affected by the Work including ceiling replacement, painting, sitework, structural modifications, seismic bracing, and similar items.
6. Coordinate all work with the Owner's existing energy management systems and other components (fire alarms, sprinklers, data, etc.) to assure proper operations.
7. Provide time and cost estimates for the Work as may be required to confirm established budgets and schedules.
8. Obtain all necessary approvals from the Office of School Facilities (OSF) or other regulatory agencies that may have review or approval authority.
9. Provide Bid-Phase services including Pre-Bid meetings, responses to Bidder questions, and assisting Owner in preparing Addenda.
10. Perform Construction Administration (CA) services including submittals, shop drawing reviews, Contractor Requests for Payment, project meetings, field visits, final inspections, creation and review of punchlists, project closeout, and as may be required to confirm compliance with the approved design(s).

There is no specific order to which schools will be completed first.

**PROJECT TIME INCLUDING MILESTONES, DEADLINES, AND COMPLETION DATE:**

TBD for each individual assignment.

**NEGOTIATED FEE BREAKDOWN INCLUDING ANY REIMBURSABLES:**

To be negotiated following selection of Consultant(s).

**ADDITIONAL SPECIAL CONDITIONS SPECIFIC TO THE SCOPE OF WORK:**

1. All new and modified work must be in accordance with the most recent versions of the IBC, OSF and the Horry County School Design Guidelines.
2. Incorporate HCS-provided front-end documents into the design package.
3. An HCS-retained special inspection agency will be used for the subsequent construction portion of the project(s) resulting from the Work as may be necessary.

This Scope of Work as defined and agreed to by the Consultant and the District shall become an integral part of the Agreement for work when signed by both parties.

# CHANGE ORDER (EXHIBIT B)



PROCUREMENT NAME: MEP Design Services

CONSULTANT NAME / FIRM:

EFFECTIVE DATE OF CHANGE ORDER:

CHANGE ORDER NO.:

DETAILED DESCRIPTION OF CHANGE TO THE SCOPE OF WORK / PROJECT:

CHANGE IN CONSULTANT FEES FOR THE PROJECT:

	<u>FEES</u>	<u>EXPENSES</u>
Total Original Consultant Fees & Reimbursable Expenses:	\$ _____	\$ _____
Total Previous Change Orders (increases/decreases):	\$ _____	\$ _____
Current Change Order (increase/decrease):	\$ _____	\$ _____
Revised Total Consultant Fees & Estimated Reimbursable Expenses:	\$ _____	\$ _____

The above changes as defined and agreed to by the Consultant and the District shall become, upon execution, an integral part of the current Agreement between the Consultant and the District dated \_\_\_\_\_.

# PAYMENT REQUEST (Exhibit C)



## **Payment Requests:**

An itemized payment request shall be submitted to the District on the last day of each month and at completion of the project, using the form provided by the District. The payment request shall not include a) any work anticipated to be completed but not completed by the time the payment request form is submitted.

If, upon review of the payment request and based upon the best determination of the District, the amount requested does not accurately represent, in the District's opinion, the progress of the completed work to be performed in the Scope of Work (Exhibit A), the District shall have the right to adjust the payment request to more accurately reflect the percentage of completed work/services. The District shall approve and authorize payment to the Consultant no more often than once monthly. For projects less than forty-five (45) days in duration, payment shall be made once upon completion of the work and clean-up of the worksite.

Payment by the District of undisputed amounts shall be made within thirty (30) days from the date the District receives the payment request.

## **Payment Withholding:**

The District may decide not to approve or process the Consultant's payment request or, because of subsequently discovered evidence or observations, may nullify the payment request, in whole or in part, to such extent as may be necessary to protect the District from loss. The District shall notify the Consultant the reason for non-payment. The payment request in dispute or amount withheld shall remain unpaid, without interest accrual, until such time as the Consultant and the District resolve the dispute or the conditions resulting in non-payment.

**APPLICATION FOR PAYMENT**

**TO:** Horry County Schools  
1160 E HWY 501  
CONWAY, SC 29526

**PROJECT:** MEP Design Services

**APPLICATION DATE:** \_\_\_\_\_

**PERIOD TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DISTRICT P.O. NO:** 2324-51VS

**APPLICATION FOR PAYMENT-SUMMARY**

Application is made for payment, as shown below, in connection with the contract.

1. ORIGINAL CONTRACT AMOUNT: .....	
2. NET CHANGES TO CONTRACT: .....	
3. TOTAL CONTRACT AMOUNT (Line 1 +2): .....	\$ -
4. TOTAL COMPLETED AND STORED TO DATE: .....	
(Column G on Schedule)	
5. RETAINAGE:	
a. _____ % of Completed Work	
(Columns D + E on Schedule)	
b. _____ % of Stored Material	
(Column F on Schedule)	
Total Retainage: (Line I on Schedule)	\$ -
6. TOTAL COMPLETED AND LESS RETAINAGE: .....	\$ -
(Line 4 less Line 5 total)	
7. LESS PREVIOUS APPLICATIONS: .....	
8. CURRENT PAYMENT DUE: .....	\$ -
9. BALANCE TO FINISH INCLUDING RETAINAGE: .....	\$ -
(Line 3 less Line 6)	

EXTRA WORK SUMMARY	ADDITIONS	DEDUCTIONS
Changes From Previous Applications:		
Changes From This Application:		
Total:	0	0
Net Changes:		

I, the undersigned, certify that to the best of my knowledge, information and belief ALL WORK covered by this request for payment has been completed in accordance with any applicable contract documents or District standards and that the payment requested herein is now due and payable. I further certify that I am authorized by the Company stated below to make sure certifications and request the payment herein on behalf of said Company in lieu of the authorized person so indicated.

**ARCHITECT/GC:**

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

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

The above personally appeared before me, the undersigned notary public and provided satisfactory evidence of identification.

Notary Public: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

ACCEPTED/APPROVED BY: Horry County Schools

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

This approved application is not negotiable. The amount approved for payment is payable only to the Architect/GC named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or the Architect/GC under any applicable contract agreement.

**CONTINUATION SHEET**

**SCHEDULE OF VALUES**

Project: **MEP Design Services**  
 RFQ # 2324-51VS

INVOICE NO: \_\_\_\_\_  
 PERIOD NO: \_\_\_\_\_  
 (Thru end of the month)  
 \_\_\_\_\_  
 DISTRICT P.O NO: \_\_\_\_\_

A ITEM NO:	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1						\$ -		\$ -	
2						\$ -		\$ -	
3						\$ -		\$ -	
4						\$ -		\$ -	
5						\$ -		\$ -	
6						\$ -		\$ -	
7						\$ -		\$ -	
8						\$ -		\$ -	
9						\$ -		\$ -	
10						\$ -		\$ -	
11						\$ -		\$ -	
12						\$ -		\$ -	
13						\$ -		\$ -	
14						\$ -		\$ -	
15						\$ -		\$ -	
16						\$ -		\$ -	
17						\$ -		\$ -	
18						\$ -		\$ -	
19						\$ -		\$ -	
<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -

A-Line Item number  
 B-Brief Item Description  
 C-Total Value of Item  
 D-Total of D and E from Previous Application(s) (if any)  
 E-Total Work Completed for this Application  
 F-Materials Purchased and Stored for Project  
 G-Total of All Work Completed and Materials Stored for Project  
 H-Remaining Balance of Amount to Finish  
 I-Amount Withheld form G