



Solicitation #: RFQ 2117

Bid Opening/Location: 3231 Old Furnace Road – Chesnee, SC 29323, June 14<sup>th</sup>, 2021 at 1:00pm

## Request for Qualifications

**Description: Architect and Engineering Services Indefinite Delivery Contract**  
**Issue Date: May 25<sup>th</sup>, 2021**

Bids Due 1:00PM June 14<sup>th</sup>, 2021

Submit questions to: Matt Pettit– [Matthew.Pettit@spart2.org](mailto:Matthew.Pettit@spart2.org)  
**QUESTIONS MUST BE RECEIVED BY: June 7<sup>th</sup>, 2021 12:00PM**

**Mail/Hand Carry Bid To -** Spartanburg School District Two  
 (No Electronic/Facsimile Submissions) Attn: Matt Pettit  
 3231 Old Furnace Road  
 Chesnee, SC 29323

**NUMBER OF COPIES TO BE SUBMITTED: One (1) Original, One (1) Copy**

**\*\*\*Solicitation Number and Opening Date must be shown on sealed envelope\*\*\***

The award, this solicitation, any amendments, and any related notices will be posted on our website -  
<http://www.spart2.org/departments/finance/procurement/>

### Must Be Signed to be Valid

Authorized Signature		Printed Name/Title		Date	
Company Name			State Vendor No. (If Known)		
Mailing Address			Social Security or Federal Tax No.		
City		State		Zip	
Phone Number		Fax Number	Email Address		
Buyer Signature and Date (District Use Only)				Purchase Order Number (District Use Only)	

SC Certified Minority Vendor? Yes or No (circle one)

**ACKNOWLEDGEMENT OF AMENDMENTS: Acknowledge receipt of amendments by initialing below.**

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

**SPARTANBURG SCHOOL DISTRICT TWO  
INDEFINITE DELIVERY CONTRACT  
SOLICITATION NO. 2117**

**ARCHITECTURAL/ENGINEERING SERVICES**

**DESCRIPTION**

Spartanburg District Two, hereafter referred to as “District”, is seeking Statements of Professional Qualifications for the purpose of establishing an Indefinite Delivery Contract for professional architect and engineering services. Projects may include (but are not limited to) engineering for architecture, mechanical engineering, structural engineering, civil engineering, environmental engineering, and surveying for various facilities.

The district intends to award the contract to the three (3) highest rated firms and services will be used on an as needed basis during the two (2) year period after award of the contract. The district will not guarantee or commit to a minimum number of projects during the contract term.

SPARTANBURG SCHOOL DISTRICT TWO RESERVES THE RIGHT TO CANCEL THIS SOLICITATION IN WHOLE OR PART AND REJECT ANY OR ALL SUBMISSIONS IN WHOLE OR PART.

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**I. INSTRUCTIONS TO BIDDER**

1. Bid Documents – Preparation and Submission

One original and one copy of the response must be mailed or hand delivered to the following address:

Spartanburg District Two  
Attn: Matt Pettit, Procurement Officer  
RFQ 2117 Indefinite Delivery Contract for Architectural/Engineering Services  
3231 Old Furnace Road  
Chesnee, SC 29323

Outside envelopes **MUST** be marked clearly and visibly with the **solicitation title and number**. The District does not take responsibility for the delivery of any solicitation, addendum, solicitation response or any other such correspondence.

Offerors are to include all requested information and are encouraged to include any additional information they wish to convey to the District. Ambiguous bids which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or otherwise disregarded.

All responses must include the signed cover page, Attachment A and Attachment B. No response shall be altered or amended after the specified opening time.

Mark each part of your proposal which you consider proprietary as "CONFIDENTIAL". Proposals marked in their entirety as "CONFIDENTIAL" will be rejected. Any portion of your submitted bid, which should be considered confidential, must be visibly marked as such. Bidders must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cumm. Supp.) (Freedom of Information Act).

2. Ownership of all data, material and documentation originated and prepared pursuant to this proposal shall belong exclusively to the District. The original offer submitted shall be retained for the official file. All other copies of the offer submitted shall be destroyed after an award is made.

3. Bid Opening

Qualification Statements will be accepted at the Spartanburg District Two District Office located at 3231 Old Furnace Road, Chesnee, SC 29323. Public receipt of Qualifications Statements will be recorded at **1:00 pm on June 14<sup>th</sup>, 2021** at the address listed above. To be considered, each Qualification Statement must be physically in the possession of the Procurement Officer at that time. Qualifications Statements received after that time will not be considered. Electronically transmitted and fax copies of the Qualifications Statements will not be accepted.

Qualifications Statements shall be publicly accepted and only the names of those firms submitting qualification proposals shall be read aloud at the opening. Contents of competing offerors shall not be disclosed during the prequalification process.

4. The District shall have the right to request corrections to an offer or request supplementary or explanatory information. The failure by the offeror to correct any deficiency or provide any supplementary or explanatory information when requested or by the date and time specified in the request may result in the offer being considered non-responsive and, therefore, not considered.

## II. GENERAL CONDITIONS:

### 1. Addenda:

At the discretion of the District, if it becomes necessary to revise or clarify any part of this solicitation, an addendum will be posted on the Vendor Registry website where the original solicitation is posted. Because this solicitation is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued.

Any addenda issued by the District shall become a formal part of this quote/bid/proposal. Bidders shall acknowledge receipt of any Addenda by (1) signing and returning the amendment, (2) by letter, or by (3) initialing the cover page of the bid form under the appropriate column.

The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing. No addenda shall be issued later than four (4) days prior to the RFB submittal date except to:

Withdraw the RFB or Postpone the RFB

Such addenda shall take precedence over the original portion of the RFB documents concerned.

### 2. South Carolina Law Clause:

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

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

### 3. Iran Divestment Act:

By submission of this bid, each bidder and each person signing on behalf of any Bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

### 4. Insurance:

Contractor shall maintain, throughout the performance of its obligations under this agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees, or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

All vehicles that transit school grounds will have insurance as required by the State of South Carolina.

### 5. Indemnification:

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

Save Harmless:

(This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Bidder shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the proposer use of material furnished to the bidder by the District.

6. Awards:

- a) Contract will be awarded as a whole and evaluated by the evaluation criteria set forth. (see "Evaluation Criteria") Award will be made to the highest ranked, responsive and responsible firm(s) with the best package of services for the District.
- b) Pursuant to Article 10 Section 3310 of the Spartanburg District Two Procurement Code; Indefinite Delivery Contracts: When architectural-engineering and land surveying services contracts are awarded, each contract shall be limited to total expenditure of three hundred thousand dollars for a two year period with individual project expenditures not to exceed one hundred thousand dollars.
- c) Contracts will be awarded by the Procurement Officer for the District for a two year period to begin on the day of award predicated on the agreement of both parties and in accordance with the provisions and conditions of this solicitation.

7. Acceptance of Bids:

The District reserves the right to accept, or reject, in part or in entirety, any or all bids, to negotiate with all qualified bidders and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District. If a bidder fails to state the time within which a bid must be accepted it is understood and agreed that the undersigned shall have sixty days to accept.

8. Specifications:

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be bid provided the brand name, model number, etc., is clearly indicated in the bid. However, the District reserves the right to insist upon the specified name brands.

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

9. Subcontracting:

If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged

by the Bidder. If at the time of the bid, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor's qualifications to perform along with three references must be submitted.

The bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their bid. Subcontractors are subject to same security, licensing, taxes and employment requirements as the bidder. The subcontractor shall have no outstanding tax liabilities owed to the State of South Carolina.

10. Invoices:

Invoices must be submitted to:  
Spartanburg School District Two  
3231 Old Furnace Rd  
Chesnee, SC 29323

Delay in receiving invoices, as well as errors and omissions on the invoices; will be considered just cause for withholding payment without losing discount privileges.

The district reserves the right to withhold payment or make such deductions as may be necessary to protect the district from loss of damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

11. Ethical Standards:

It shall be a breach of ethical standards of any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

12. Unlawful Acts:

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

13. District or School Regulations:

The bidder(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. Bidder(s) and his representatives must have a clean SLED check within the previous 12 months to come on school property. All representatives of winning bidder must display identification tags (picture ID) at all times while on school grounds.

14. Drug-free Workplace:

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

15. Equal Opportunity:

Bidder shall comply with all Federal and State requirements concerning fair employment, and concerning the treatment of all employees without regard to or discrimination by reason of race, color, religion, sex, national origin, ancestry, or physical handicap.

16. Approval of Publicity Release:

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

17. Background Checks:

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

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

18. Conduct and Actions of Bidder's Employees:

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

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

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

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

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

19. Interpretations:

If any questions arise from this solicitation, respondents must contact the District's Procurement Office. Any response to the respondent's request for interpretation of documents will be made by addendum if the Procurement Office believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

20. Information:

Any explanation desired by a Bidder regarding the meanings or interpretation of the bid schedule, attachments, specifications, etc. **must be requested in writing and with sufficient time allowed for a reply to reach Bidders before the submission of their offer.** All written requests should be directed to the attention of:

ATTN: Matt Pettit  
3231 Old Furnace Road  
Chesnee, SC 29323  
Matthew.Pettit@spart2.org

All contact should be directed to Matt Pettit, Procurement Officer. No company should contact District staff directly.

Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning the bid schedule will be furnished to all prospective Bidders as an amendment to the Request For Bid, if such information is necessary to Bidders in submitting offers on the bidder schedule if the lack of such information would be prejudicial to uninformed Bidders.

The District seeks to allow for maximum competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

21. Clarifications:

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

22. Confidentiality:

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

23. Offeror Qualifications:

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

24. Termination

A. Termination for Cause:

The District reserves the right to cancel the contract without advanced notice should there be default or negligence on the part of the bidder. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

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

B. Termination for Convenience:

The district may cancel the contract for convenience upon a thirty (30) day advance written notice of intent to cancel the contract. In the event that this contract is terminated or cancelled upon request and for the



convenience of the District without the required thirty (30) day advance written notice, then the District may negotiate reasonable termination costs, if applicable.

C. Default:

The District reserves the right to terminate this contract with a bidder due to unsatisfactory performance. In the case of default, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

D. Non-Appropriations:

Any contract entered into by the District or its departments, employees or agents resulting from this Request for Bid shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

25. Right to Protest:

Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract may exercise protest rights under Section 4210 of the District Procurement Code within ten (10) days of the date of issuance of the Intent to Award.

### **III. SPECIAL TERMS AND CONDITIONS**

#### 1. Confidential Information and Data

During the period covered by this Contract, it may be necessary for the District to provide confidential information to the Contractor or confidential information may be developed under this Contract. Confidential Information shall be used by Contractor only in connection with services rendered under this Contract.

Both parties understand and agree that they will (1) keep such information confidential at all times during and after the work, using the same degree of care and safeguards that they take with their own Confidential information, (2) not disclose or communicate the information to any third party, and (3) not make use of the information on their company's own behalf, or on behalf of any third party.

#### 2. Accidents

The contractor shall hold the District harmless of any and all damages and claims that may arise by reasons of any negligence on the part of the contractor, his agents or employees in the performance of the contract, and in case any action brought therefore against the District or any of its agents or employees, the vendor shall assume full responsibility for defense thereof, and upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor will take all precautions necessary to protect the public against injury.

#### 3. Contract Requirements

All services rendered under the contract shall be rendered in a professional manner consistent with prevailing industry standards and the contract requirements up to the completion of the contract period or the date of termination, whichever occurs first.

If applicable, the contractor shall, without additional expense to the District, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, state or local laws, codes and regulations in connection with the execution of the work. The contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence.

The Contractor shall maintain all licenses, permits, certifications, ratings or other requirements under the laws of the State of South Carolina or other regulatory authority in the provision of services to the District throughout the term of the contract.

The District shall have the right to audit all books and records, documents and other materials, relating to or pertaining to this contract regardless of the form they may be kept in including, but not limited to those kept by the Contractor, its employees, agents, assignees, successors, insurers or others.

The Contractor agrees to maintain such books and records, documents and materials for the duration of the contract and for at least five (5) years following the completion of the contract. The books and records, documents and materials, shall be made available upon request to the District during normal business hours at the Contractor's nearest office or place of business.

#### 4. Legal Liability

The Contractor shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, by the firm, or its employees or representatives.

The Contractor shall have no authority, expressed or implied, to bind the District to any agreements, liability or understanding except as expressly set forth in the solicitation or as expressly authorized by the District's Board of

Trustees, Superintendent, or designee. The contractor is solely responsible for the acts of the contractor, its employees, representatives and agents.

Any contract amendment, controversy or claim that may arise during the term of the contract shall be governed by the District's Procurement Code and laws of the State of South Carolina.

5. Insurance

Prior to Contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the District as Additional Insured shall be provided to the District. The Contractor shall maintain insurance satisfactory to the District to include at a minimum the following:

Tort and Vehicle Liability Insurance

Prior to Contract Award, the Contractor shall provide the District with copies of all existing policies of insurance. The limits of insurance coverage shall not be less than \$1,000,000.00 bodily injury per occurrence and \$1,000,000.00 property damage per occurrence.

Business Automobile and Liability Insurance

Prior to Contract Award, the Contractor shall, at its own expense, provide the District with valid evidence of Business Automobile and Liability Insurance in the amount of \$1,000,000.00 per person and \$1,000,000.00 per incident. The Certificate of Insurance shall indicate that the District are Additional Insured on the policy that provides Business Automobile Liability to the Contractor.

Duration of Coverage

All coverage shall be in effect for the duration of the contract agreement.

Advance Notice of Termination

The District shall be provided written notice at least thirty days (30) in advance of any termination of any policy or any change in coverage or insurance provider.

Workers' Compensation Insurance

Workers' Compensation insurance shall be required on all Contractor employees who will be involved in any aspect of the contract. Insurance coverage shall be issued by a company with a Best rating of A.

Insurance Carrier

The insurance carrier selected by the Contractor shall be authorized to do business within the State of South Carolina.

Notification to the District

The Contractor shall immediately notify the District of any accident or condition which arises out of, or touches upon the work performed by the Contractor performing business under this contract agreement, so as to handle potential problems on a timely basis in the best interest of all.

6. Non-Collusion Affidavit

Proposers on all public proposals are required to submit an Affidavit of Non-collusion with their submittal. This Affidavit is made part of the proposal form of the Request for Proposal (ATTACHMENT B) package and must be signed and dated under penalty of perjury.

7. Right of Inspection

The Contractor shall provide right of access to its facilities to the District's Superintendent or designees at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this

Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

8. Evaluation Criteria

Proposals will be evaluated by a District evaluation committee on the basis of the following criteria listed in order of relative importance.

1. Past performance
2. References
3. Professional Personnel
4. Ability to meet time and budget requirements
5. Current and projected workload
6. Creativity and insight
7. Related experience on similar projects
8. History of working with regulatory agencies (OSF, DHEC, County, cities, towns, etc.)
9. Location and knowledge of the Spartanburg Region

9. Interview/Presentation

After formal evaluations, the District reserves the right to request an interview or presentation from any or all offerors. The purpose of the interview will be to give committee members the opportunity to ask questions and receive clarification on the proposals.

#### **IV. SCOPE OF WORK**

Spartanburg School District Two is inviting professional Architectural / Engineering design firms to submit qualifications in response to this solicitation.

This work shall be performed pursuant to an AIA form contract as modified by the Owner. These potential services include the following:

1. Site Master Planning
2. Design services: renovations and construction
3. Site design and civil work
4. Facilities assessments and space utilization
5. Swing campus design
6. Mobile classroom design
7. Mechanical, Plumbing, Energy Analysis and Control and electrical services
8. Landscape and irrigation system design
9. Structural
10. Land surveying services
11. Project Planning
12. Criteria Preparation and Technical Consultation
13. Post Construction Award Support
14. Athletic Facilities and Playgrounds
15. Electrical services
16. Building envelope services (roofs, wall, windows and doors)

There are no financial guarantees associated with this contract. Work will be assigned according to budget availability. The District will negotiate with awarded firms on an as needed basis.

Firms may submit for any or all specific disciplines listed above. Please list all services that you would like for consideration. Each area of consideration should be clearly presented in the submittal package.

## V. PROPOSAL RESPONSE

All proposals shall be complete and carefully worded and shall convey all the information requested in order to be considered responsive by the District. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the District alone, will render a decision as to whether or not the variance is significant enough to reject the proposal or to consider the RFQ non-responsive and therefore, not considered for award.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. Any portion not included will be cause for possible elimination from the proposal process.

The proposal shall include the information listed below, tabbed and indexed in the following sequence:

- A. Signed cover Page and Attachment A (Non-Collusion Affidavit)
- B. Introduction
  - a. Provide an executive summary highlighting the major points of the submittal (three pages maximum). Include general information – your company's name, the location of headquarters and the number of years you have been in business
  - b. Provide a summary of a minimum of three relevant related projects completed within the past ten years.
  - c. Provide (3) references, one of which must be from a South Carolina public school system. Firms may use the Spartanburg District Two as a reference. The District reserves the right to contact other references that may not be listed. References should include name of person to contact, address, email and telephone number.
  - d. Provide a list of all current clients. Identify new clients for which you have been providing services for the past twenty-four (24) months. The client list should include the following: Company name, mailing address, contact name and title, telephone number, project scope and value and dates of service. State where you have made improvements and saved dollars, if applicable. Regulatory agencies you have worked with on behalf of clients.
  - e. Please list any similar work completed for clients of like size and/or nature.
- C. Company's Financial and Insurance Information
  - a. Provide a general description of size and assets of organization
  - b. Provide evidence that the company meets or exceeds the insurance requirements and supply copies of all policies. It shall be stated on every policy that "The insurance company agrees that policy shall not be canceled, changed, or allowed to lapse until ten (10) days after the District has received written notice as evidenced by return receipt of registered letter."
  - c. Is your company bonded and insured? Please list amounts of liability coverage carried by your company. Please provide the name and address of insurance agent and Surety company.
  - d. Provide a Letter of Credit from your financial institution. This letter must be on the institution's letterhead and clearly state that your firm is in good standing and without any credit holds. Furthermore, this letter must state your company's credit limit and the current amount of debt that your firm has from this institution.
- D. Company's Services and Solutions
  - a. Provide a proof of proper licensure
  - b. List a project manager who will be assigned to oversee the project during all phases of the project. Provide their name and contact along with a resume or bio.

- c. Describe service capability of your company including general description of work force in the area that would be available to provide service under this contract along with any specific information which might assist the District in becoming acquainted with your work force.
  - d. List any previous work your company or employees have previously performed or have been associated with Spartanburg School District 2.
  - e. Number of full time employees
  - f. Subcontractors (if applicable): Identify subcontractor by name and address; describe portion of the facilities or services required to be performed by subcontractors. Describe how subcontractors will be managed.
- E. Any additional information – including any objections/exceptions regarding the requirements.

# ATTACHMENT A

## Non-Collusion Affidavit

To Be Executed By Proposer and Submitted With Proposal

State of South Carolina

County of \_\_\_\_\_ (County).

\_\_\_\_\_(Proposer's Name), being first duly sworn, deposes and says that he or she is (Owner) of \_\_\_\_\_(Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

1. that the proposal is genuine and not collusive or sham;
2. that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
3. that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

I certify (or declare) under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place)

\_\_\_\_\_  
Name (Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
State, Zip

\_\_\_\_\_  
Representative's Title

**Bid Checklist/Reference Sheet**

**Have you included the following?**

**Bid Cover Sheet (Page 1)** \_\_\_\_\_

**Bidder Information Sheet (Page 17)** \_\_\_\_\_

**Completed W-9 Form** \_\_\_\_\_

**Evidence of Insurance** \_\_\_\_\_

**Copy of Business License** \_\_\_\_\_

**Three References:**

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

**Company Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

**Company Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

**Company Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



**BIDDER INFORMATION**

I, the undersigned, certify that this bid does not violate any Federal or State antitrust laws.

Bidder's Federal ID or Social Security Number: \_\_\_\_\_

Please attach copy of W-9 form.

All bidders who are authorized to collect South Carolina sales tax must state their South Carolina tax registration number.

South Carolina Tax Registration Number: \_\_\_\_\_

Is your company a minority-owned company? Yes \_\_\_ No \_\_\_ OSMBA Cert # \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

In compliance with the invitation and subject to all conditions thereof the undersigned offers and agrees, if this bid is accepted within 60 days from the date of opening, to furnish any or all items quoted on at prices as set forth after the item and make delivery, immediately after receipt of order, delivered, all transportation costs included and prepaid and unless otherwise stated and accepted herein.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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