

 <p>Colleton County School District Request for Qualifications</p>	<p>Colleton County School District</p> <p>Request for Qualifications</p>	<p>Solicitation Number: BG-0321-2018 Date: March 21, 2018 Procurement Official: Ramona Barrett Phone: (843) 782-4510 E-Mail Address: rbarrett@colleton.k12.sc.us</p>	<p>BG-0321-2018 Date: March 21, 2018 Procurement Official: Ramona Barrett Phone: (843) 782-4510 E-Mail Address: rbarrett@colleton.k12.sc.us</p>
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DESCRIPTION: Renovate old middle school into new District Office with Adult Education and Alternative Education Services

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: April 10, 2018 @ 10am

QUESTIONS MUST BE RECEIVED BY: March 29, 2018 @ 10am

NUMBER OF COPIES TO BE SUBMITTED: **Three (3) originals and One (1) Electronic (all documents as a single PDF)**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT A SEALED OFFER TO:

MAILING ADDRESS:

Colleton County School District
213 North Jefferies Blvd.
Walterboro, SC 29488

PHYSICAL ADDRESS:

Colleton County School District
213 North Jefferies Blvd
Walterboro, SC 29488

All communications must be directed to:
Kenny Blakeney, Director of Buildings & Grounds
kblakeney@colleton.k12.sc.us
Susan Crosby, smcrosby@colleton.k12.sc.us

Phone: 843-782-4523 Fax: 843-539-1094

Conference/Site Visit: **March 27, 2018 @ 2PM**
Mandatory Pre-Proposal
Conference Forest Circle Middle
500 Forest Circle
Walterboro, SC 29488

<p>AWARD & AMENDMENTS</p>	<p>Award will be posted at the Physical Address stated above, and on the website below, on or before, May 01, 2018. The award, this solicitation, and any amendments will be posted at the following web address: http://colletonsd.org/Finance_Home.html</p>	
<p>You must submit a signed copy of this form with each copy of Your Offer. The pages of this form do not count towards any page requirements or limitations of any part of 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.</p>		
<p>NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small></p>	<p>OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small></p> <p><input type="checkbox"/> Small (15 employees or less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small></p>	
<p>AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small></p>		
<p>TITLE <small>(Business title of person signing above)</small></p>		
<p>PRINTED NAME <small>(Printed name of person signing above)</small></p>	<p>DATE SIGNED</p>	
<p>Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i>, a separate corporation, partnership, sole proprietorship, etc.</p>		
<p>STATE OF INCORPORATION</p>	<p><small>(If offeror is a corporation, identify the state of Incorporation.)</small></p>	

TAXPAYER IDENTIFICATION NO.	
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(Return Page Two With Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)				NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)			
				Area Code:	Number:	Extension:	Facsimile:
				E-Mail Address:			
PAYMENT ADDRESS (Address to which payments will be sent.)				ORDER ADDRESS (Address to which purchase orders will be sent)			
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)				Order E-Mail Address:			
				_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)			
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT			10 Calendar Days (%) _____	20 Calendar Days (%) _____	30 Calendar Days (%) _____	_____ Calendar Days (%)	
MINORITY PARTICIPATION							
Please answer the following question:							
1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina? Yes _____ No _____ If yes, provide certification number _____							

RFQ Colleton County School District

REQUEST FOR QUALIFICATIONS FOR GENERAL CONTRACTORS

The Colleton County School District, the (“District”), is pleased to invite general contractors to submit qualifications in response to this Request for Qualifications (“RFQ”). “**Design-Bid-Build**” (**DBB**) is the chosen project delivery method for this project. The selection of the architectural and engineering design team occurred in March 2017. It is Colleton County School Districts intention to go through the selection process and have a Construction firm under contract by July 2018. The firm will work with the design team to facilitate the project’s overall schedule and ensure budget compliance. The entire project is planned to be completed and ready for occupancy by June 30, 2019.

The procurement is a (2) step process based on the District’s evaluation of (1) Proposal of Qualifications (POQ) in response to this RFQ and (2) Best and Final Proposals (BAFPs) in response to the District’s Request for Proposals (RFPs). Submittal of POQs is open to any entity that is licensed and bondable to perform the Work of the Project. Based on an evaluation of POQs, the District anticipates selecting no less than (5) Proposers to submit a BAFP(s) on the Project(s).

SCOPE OF PROJECT

Hereinafter sometimes referred to as “Owner,” will undertake the renovations of a vacant middle school located at 500 Forest Circle, Walterboro. The plan calls for creating a Centralized District Office with Adult Education and Alternative Education Services.

The 60-year-old, 53,600 sq. ft. facility on 19.5 acres has been in limited use by the district since June of 2012.

PREQUALIFICATION PROCESS

Pre-submittal Conferences will be held on March 27, 2018 @ 2:00 pm at Forest Circle Middle School located at 500 Forest Circle, Walterboro, SC 29488. Representatives from the Office of Building and Grounds will be available to clarify any items in the RFQ. It is suggested that all Proposers participating in the Pre-Submittal Conference obtain a copy of the RFQ, prior to the conference.

The District reserves the right to select, re-advertise, and/or reject any proposal, for any reason including apparent conflicts of interest. All proposals are subject to the following:

- The Scope of Services contained herein;
- The Evaluation Criteria;
- The Submittal Requirements contained herein;
- Such other Provisions, Requirements, Certifications, Forms, and Specifications as are attached or incorporated herein by reference.

To accomplish the objectives of Colleton County School District (the “District”) of efficient and effective utilization of resources, the District is conducting a prequalification process to procure general contractor construction services for the District’s project above and other projects to be determined.

The prequalification process consists of the following basic steps:

1. District advertises RFQ.
2. Eligible bona fide general contractors respond with Statement(s) of Qualifications based on solicitation (“Participating Contractors”).
3. District evaluation team grades all applicants.
4. Successful general contractor is named and formally

notified.

No Contractor may submit a bid for the above project without having been prequalified in accordance with this RFQ. A contract may be awarded only to the prequalified Bidder that submits the lowest responsive and responsible bid pursuant to the District's Procurement Code.

Definition

The term "Proposer" is the entity responding to the RFQ which is individually and collectively authorized and properly licensed to do business in the State of South Carolina, The County of Colleton and has submitted a response providing the appropriate documentation which establishes qualification of personnel, adequacy of the Proposer's operations facilities, equipment, supplies, financial stability, and proven experience of a comparable nature. A Proposer also has demonstrated professional reputation by providing appropriate references and whose response demonstrates the appropriate context, detail and quality which addresses all requirements outlined in this RFQ.

Competency of Proposer

The Proposer, if requested, must present within a reasonable time as determined by the District, evidence satisfactory to the District of his or her ability to successfully perform on any contract awarded pursuant to this RFQ and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of this RFQ and any contract awarded pursuant to the provisions of the RFQ.

Addenda and Supplements to RFQ

If a Proposer who is contemplating submitting a response is in doubt as to the true meaning of any part of this RFQ or other contract documents, he/she may submit to Kenny Blakeney (kblakeney@colleton.k12.sc.us), **by 10am on March 29, 2018, a written request** for an interpretation thereof. Any clarification or revisions of the RFQ will be made only by an addendum duly issued by Colleton County School District. A copy of such addendum will be posted on the district's website at Proposers will acknowledge receipt of each addendum issued in space provided on Page 2. Oral explanations will not be binding.

The District reserves the right to reject any proposals and to disregard any informality in the proposals when, in his/her opinion, the best interest of the District will be served by such action.

Preparation of Response

Proposers bear the risk of examining all parts of this RFQ. Each Proposer shall furnish the information required by this RFQ. The Proposer shall prepare his/her response, providing six (6) copies including one (1) original signature set clearly marked original. All costs incurred in the preparation and submission of proposals shall be covered by the Proposer.

Format of Response

All proposals must be submitted with pages consecutively numbered in a plastic binder with section dividers, ordered as defined in the "Contents of Response" section herein. Each response shall be submitted on standard 8" x 11" bond paper bound on one side. For ecological reasons, Proposers are encouraged to submit two (2) sided printed documentation. Expensive papers and bindings are discouraged since no materials will be returned to the Proposers. Proposers shall submit proposals in a sealed envelope to the office of the Chief Procurement Officer, as referenced herein. The sealed envelope submitted by the Proposer shall carry the following information on the face of the envelope: Proposer's name, address, subject matter of response, advertised date and the hour designated for submittal receipt.

Where proposals are sent by mail to the Chief Procurement Officer, the Proposer shall be responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the receipt of the proposals. If the mail is delayed beyond the date and hour set for the response receipt, submittals thus delayed will not be considered.

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of capabilities proposed to satisfy the requirements of this RFQ. The Proposer may designate those portions of the response which contain confidential information or other proprietary data which must remain confidential. Proposers acknowledge that all submitted material becomes the property of the District upon submission.

Content of Responses

The response must include the following minimum mandatory information consisting of the following:

- a) **A cover letter.** The cover letter shall be signed by an authorized representative of the Proposer(s). The cover letter must contain a commitment to provide the services described in compliance with all RFQ requirements with the personnel specified in the qualifications submission. (Maximum length: two pages).
- b) **Executive summary.** The executive summary shall include: the name of the Proposer; the location of the Proposer's principal place of business and, if different, the place of the performance of the Contract; a brief narrative description of the company and its service offerings; the age of the Proposer's business; a current organizational chart; a brief statement of understanding and approach of work including a list of proposed firms to fulfill the Proposer's MBE commitment.
- c) **Qualifications of the Proposer.** Describe experience in providing the services requested in this RFQ. For companies having multiple city offices, experiences listed should be limited to those which have been performed by the local office or by those individuals proposing to perform the work required by this RFQ. Describe previous experience in providing Design-Bid-Build contracting services for office building or other similar educational and other institutional facilities for the past five (5) years, including comparisons of initial contract amount to final contract amount and initial schedule to actual schedule. Describe previous contractual relationships of Design-Bid-Build services. Also, provide a minimum of five (5) references from projects, as applicable, of similar scope and magnitude that the Proposer is currently providing building construction services and provide the telephone number of the contact person for each and clarify if these services are general contracting services. Emphasis should be given to office, institutional and school districts clients. Experience will not be considered unless complete reference data is provided.
- d) **Financial Statements.** Provide a copy of audited financial statements, submit one copy in a sealed envelope marked confidential, do not duplicate and the envelope will only be opened by the Chief Procurement Officer or his designee, for the three (3) previous fiscal years and the last quarterly report. Statements must include auditor's letter of opinion, auditor's noted balance sheet, statement of income/loss. Each prime or joint venture partner must submit this information. The District reserves the right to accept alternative information and/or documentation submitted by Proposer(s) which may satisfy this requirement.
- e) **Legal Actions.** Listing and brief description of all legal actions for the past five years in which the Proposer has been a debtor in bankruptcy or a defendant in a lawsuit for deficient performance under an agreement or contract and damages claimed; or a respondent in an administrative action for deficient performance on a project; or a defendant in a criminal action.

- f) **Qualifications of Committed Personnel.** Submit the names, qualifications, education and experience of personnel expected to be assigned to support the Construction Project as outlined in scope of work. Submit resumes for the personnel committed to and proposed for this project. Describe previous office, educational, institutional or municipal related experience for each person and a brief description of the project that such person (s) was responsible for and in what capacity they served. Clarify which of the individuals participated in the projects listed in paragraph c above. Include an organizational chart.
- g) **Experience with SC Office of School Facilities (OSF).** Provide a statement regarding Proposer's experience with OSF.
- h) **Insurance Requirements.** Proposers must show proof of adequate insurance coverage including errors and omissions coverage of not less than \$1,000,000 that they have maintained for the past three (3) years, as a minimum. (Submit copy of Insurance Certificate).
- i) **Payment & Performance Bond.** Submit a statement from the Proposer's surety company confirming that the Proposer has currently available bonding capacity at least the amount which would cover 100% of the dollar amount of the Project.
- j) **M/WBE.** The District maintains a policy of providing opportunities for a diverse community and as such has established a goal of 10% MBE participation.

Exceptions

Any deviation from the RFQ must be noted in with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of Proposer to comply with the terms of this paragraph may be cause for rejection. The District reserves the right to disqualify proposals which do not completely meet the outlined RFQ requirements.

Inadvertent Error

Inadvertent errors that have a correction submitted after the designated filing date may be considered, at the sole discretion of the Chief Procurement Officer if the Proposer submits with the correction, sufficient information to prove that the error was inadvertent. The District reserves the right, but not the obligation, to request additional information at any time from any or all Proposers, based upon the initial evaluation of proposals.

RFQ Evaluation Criteria

Technical competence as evidenced by:

- a) The professional qualifications and specialized experience of the Proposer necessary for providing the services outlined in the Scope of Services.
- b) The professional qualifications and experience of assigned personnel:
 - 1) The assigned personnel's ability to perform the work as reflected by technical training and education, and general experience in providing the required work and demonstration of appropriate licensing.
 - 2) The District requires that the proposed staff as indicated in resumes is to be located and unburdened by other work so that they are easily accessible and available for the work thereby eliminating any delays due to a lack of availability or accessibility.
- c) The financial capacity to provide the services in the Scope of Services as demonstrated by the submission of the three (3) most recent audited financial statements or annual reports and or financial reviews or other financial information acceptable to the District.
- d) Proposer's project management team, organizational structure, project management

information systems, schedule management, and project communications procedures.

- e) Availability of adequate personnel, equipment, and facilities to perform the work. Submission of list of current on-going projects, percent complete, their completion dates and their respective manpower on those projects. Indicate what involvement the personnel proposed for this project has in the current ongoing projects listed.
- f) The past performance data of the Proposer on other contracts in terms of quality of work and compliance with project budgets and adherence to construction schedule milestones. Provide comparisons of initial contract amount to final contract amount and initial schedule to actual schedule. The Selection Committee may solicit from previous clients, including the Board, other government agencies, or any available sources, relevant information concerning the Proposer's record of past performance.
The quality of the references received from at least five (5) references from current or recent projects, preferably with at least one reference comparable in size and nature to the scope of this RFQ.
- g) The Proposer's acceptance of the requirements set forth in this RFQ and its willingness to support on a timely basis the initial and ongoing administrative services.
- h) Proposer's experience with South Carolina Office of School Facilities.
- i) MBE participation
- j) Submission of a copy of the Proposer's license to do business in the County of Colleton and the State of South Carolina and all other licenses and certifications as may be necessary to provide the services in the Scope of Services. If the proposer does not currently have a license to do business in Colleton County, they shall state they will obtain one as a prerequisite to their proceeding to Part 2 RFP phase of the procurement.
- k) Legal Actions, if any.
- l) Compliance with Insurance Requirements.
- m) Compliance with Bonding Requirements.
- n) Prior experience with the Design-Bid-Build process for a public entity.

Total maximum score is 100 points. The District intent is to qualify 5 or less contractors who meet the qualification requirements in order to promote competition between contractors for the project. **At a minimum, Contractors must receive a minimum score of 75 points from the criteria above, and must meet the requirements.**

Acceptance of Response

The procurement of the Design-Bid-Build contract will follow a two-step process. This RFQ and its response represent Step 1. A Selection Committee will review and evaluate the RFQ responses. The Committee will select not less than Eight (8) Contractors to continue to the RFP as Step 2. The District may issue RFPs to the qualified Proposers for a period of up to six (6) months from the date of the opening of the RFQ responses. All respondents will receive written notification of the decision of the Committee.

REQUEST FOR EXPLANATION AND INFORMATION

Kenny Blakeney, Director of Building and Grounds

kblakeney@colleton.k12.sc.us

RFP Evaluation

The Step 2 RFP process contemplates evaluation criteria commonly called “meets criteria/low bid”. The proposals will be evaluated, deemed as meeting base criteria, and awarded to the best-qualified team, taking into account the time of completion of the project and the cost of the Project as the major factors. Unit prices and alternates may be used by the District to control scope or cost.

Selection Process

Request for Qualifications. This document is a Request for Qualifications (RFQ). An interested firm’s initial response will be *only* to the RFQ. If a firm is subsequently shortlisted it will be invited to provide a separate proposal in response to the RFP.

Selection Committee

A review committee will screen and rank each Participating Contractor based on the criteria described in this RFQ. The District will select five (5) general contractors. The District reserves the right to reject any or all submittals, to cancel or amend the solicitation, and to waive any informality if there is good cause or if doing so would be in the public interest.

Shortlisting, Interviews.

Selection of the Contractor will be a multi-step process:

- a. Initial Written Submittal (Qualifications Statements)
The Selection Committee will receive and review statements of qualifications and performance data in response to the RFQ. The Selection Committee will evaluate all firms first against a set of criteria, provided in Section below, to determine which firms are most qualified and suited for this particular project. Qualifications alone will narrow the field to a shortlist of three to five firms. The shortlisted firms will be invited to respond to the Request for Proposal.
- b. Interview & Final Evaluation
As part of the evaluation, shortlisted firms will be invited to a formal interview to explain their proposal and to answer questions from the Selection Committee. From the evaluations of the written proposals and the interview, the Selection Committee will rank the shortlisted firms in order of suitability and appropriateness for the project.

Notice of Prequalification List

The District will mail a written notice of Participating Contractors selected to participate in the bid ("Notice") to all Participating Contractors as required under district’s procurement Section 3220 (6) upon recommendation by the District at the conclusion of the prequalification process. The Notice constitutes the District's final decision to use the selected Bidders.

Right to Protest Prequalification List

Any Participating Contractor that is adversely affected or aggrieved by the Notice will have ten days after the Notice is received to submit a written protest to the District. The protest must be in accordance with, and proceed as described in, Section 4210 of the district’s procurement code.

Schedule of Events

The following Schedule of Events represents the District's best estimate of the schedule that will be followed. The District reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Adjustment to the Schedule of Events will be posted to the following website: <http://www.colleton.sd.org>

EVENT	DATE	TIME
1. Advertisement in SCBO	3/21/2018	10am
2. Pre-Proposal Conference RFQ	3/27/2018	2pm
3. Deadline for written questions and clarification regarding the RFQ	3/29/2018	10am
4. District will have responded to all questions submitted on the RFQ by this date	4/3/2018	10am
5. Deadline for submission of Qualifications	4/10/2018	10am
6. District completes qualification evaluations and issues notification to the shortlisted firms	4/20/2018	5pm
7. District interviews shortlisted firms	4/26/2018- 4/27/2018	9am- 1pm
8. Notify final five (5) firms	5/1/2018	5pm

GENERAL PROVISIONS

- 1. Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
- 2. Bid Bond:** Bids will be accompanied by a Proposer's bond or certified check equal to five percent (5%) of the total dollar value of the submitted bid. When bid bond is required, it shall be so stated in the Instructions to Proposers.
- 3. Contractor Responsibility:** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their quote/bid/proposal.
- 4. Default:** In case of default by the contractor, the District reserves the right to purchase any or all items in default in open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 5. Drug-free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

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

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

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

9. Illegal Immigration: (*applicable to service contracts only*) 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 (5) years, or both." You agree to include in any contracts with your subcontractor's 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

11. Installation: Where equipment is called for to be installed under this RFQ/IFB/RFP, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an

appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

12. 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.

13. Licenses and Permits: During the term of the contract, the Contractor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

14. Minority Business: Specify if your firm is a South Carolina certified minority business. If so, please provide the District with a copy of the certificate. The South Carolina definition of a minority business is a business that is at least 51% owned, operated, and controlled by a minority; or in cases of a publicly-owned business, at least 51% of the stock must be owned by a minority. Such minorities include but are not limited to African Americans, Hispanic Americans, Native Americans, and Eskimos. At the end of each contract year, Contractor is to annually report to the District, any sub-contractor that is a certified minority business and the monetary amount paid to that firm.

15. Non-Appropriations: Any contract entered into by the District or its departments, employees or agents resulting from this RFQ/IFB/RFP 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.

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

17. Packaging and Delivery: All Shipments shall be FOB destination, freight prepaid, to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.

18. Delivery Time: A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the District and the successful bidder within five (5) working days after the date of award.

19. Delivery Conditions: Deliveries shall be made to each school in the District on a regularly scheduled basis every week, Monday through Friday, except school holidays and closing days (due to inclement weather). All schedules for deliveries will remain constant throughout the duration of the contract. Any changes to the schedule must be mutually agreed upon by the successful bidder and the District.

20. Holiday Deliveries: "Holidays" shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the District and the successful contractor.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage.

Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

21. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements: The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).

The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

22. Quality of Product: (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this RFQ/IFB/RFP shall be new and of first quality.

23. Right to Protest: Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Chief Procurement Officer within fifteen (15) days of the date of issuance of the RFQ/IFB/RFP or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Any protest must be addressed to the Chief Procurement Officer, Colleton County School District, and submitted in writing (a) by email to rbarrett@colleton.k12.sc.us (b) by facsimile at 843-782-3502, or (c) post or delivery to 213 N. Jefferies Blvd, Walterboro, SC 29488

24. Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date the notification of award is posted. Shall not apply to small purchases (under \$50,000 in actual or potential value).

25. Save Harmless: (This clause does not apply to solicitations for service requirements). The successful proposer 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. Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Proposer's use of material furnished to the Proposer by the District.

26. Subcontractors: Any bidder in response to this RFQ/IFB/RFP shall set forth in his quote/bid/proposal the name of each subcontractor. If the bidder determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor and if the proposer is qualified to perform such work under the terms of the RFQ/IFB/RFP, the proposer shall list himself in the appropriate place in his quote/bid/proposal and not subcontract any of that work except with the approval of the District for good cause shown.

If you intend to subcontract with another business for any portion of the work and that portion exceeds 3% of your price, your offer must identify that business and the portion of work which they are to perform.

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

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

28. Substitutions: Deliveries shall be made as ordered. Unauthorized substitutions and deviations from stated orders are prohibited.

29. Termination: Subject to the Provision below, the contract may be terminated by the District providing a thirty (30) day advance notice in writing is given to the contractor.

30. Termination for Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

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

31. Unit Price Governing: Unit prices will govern over extended prices unless otherwise stated in the RFQ/IFB.

[END OF RFQ—REQUEST FOR QUALIFICATIONS]