



**Request for Proposal
Indefinite Delivery for General Contracting
RFP Solicitation Number: 2020-1030**

DATE POSTED: October 30, 2020

MANDATORY PRE-PROPOSAL CONFERENCE: DATE/TIME: None will be held. Arrange with Director of Buildings & Grounds for site visits to the campuses.

RETURN PROPOSALS NO LATER THAN:

CLOSING DATE: November 20, 2020
CLOSING TIME: 2:00 p.m.

MAIL OR HAND DELIVER PROPOSAL TO:

SPARTANBURG SCHOOL DISTRICT 3
Attn: Paul Hollifield, Director of Buildings and Grounds
3535 Clifton-Glendale Rd., PO Box 267
Glendale, SC 29346

NOTE: FAX AND OR EMAIL RESPONSES TO THIS RFP ARE ACCEPTABLE IF FOLLOWED UP WITH HARD COPY SPARTANBURG SCHOOL DISTRICT 3 ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED PROPOSAL RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

_____	_____
NAME OF COMPANY	MAILING ADDRESS
_____	_____
(AREA CODE) PHONE NUMBER	CITY STATE ZIP CODE
_____	_____
FACSIMILE NO.	FEDERAL ID / SOCIAL SECURITY NO.

SC Contractor's License # (if applicable)	

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

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

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

_____	_____
AUTHORIZED SIGNATURE	PRINT OR TYPE NAME

***** PROPOSAL MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID *****

GENERAL PROVISIONS

1. This solicitation does not commit Spartanburg School District 3 (the District) to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.
2. Spartanburg School District 3's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
3. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
4. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such Proposal shall immediately inform the Assistant Superintendent for Finance & Operations, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
5. **Addenda:** Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. **At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, addenda will be posted at www.spartanburg3.org. Any addenda issued by the District shall become a formal part of this RFP.**

Addenda shall be forwarded to all potential vendors who are known by the District to have received a complete copy of the RFP. No addenda shall be issued later than four (4) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. Spartanburg School District 3 shall not be legally bound by any amendment for interpretation that is not in writing.

Proposers shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

6. **Proposal as Offer to Contract:** By submitting your Proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Contractor.
7. **Affirmative Action:** The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
8. **Ambiguous Proposals:** Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
9. **Approval of Publicity Releases:** The Contractor shall not have the right to include the District's name in its published list of customers, without prior written approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

10. Authorization and Acceptance: The proposal must be signed by an authorized individual who may bind the Proposer to these services in accordance with the requirements contained in this Request for Proposal (RFP). The proposal must contain a statement to the effect that your proposal is firm for a period of sixty (60) days from the proposal due date or longer if so required by the District.

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

In the event that identical proposals are received on like items, the Asst. Supt. for Finance & Operations shall award proposals in accordance with the District's Procurement Code.

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

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

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

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

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

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

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

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

by Spartanburg School District Three. The District's RFP supersedes any respondent's proposed document(s).

- 19. *Covenant Against Contingent Fees:*** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Spartanburg School District 3 shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 20. *Correction of Errors in the Proposal:*** All prices and notations should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
- 21. *District Closings:*** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the School District Office by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation of the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule proposal opening. If District offices are closed at the time a pre-proposal or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.spartanburg3.org.
- 22. *District Regulations:*** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, NO WEAPONS, and DRUG-FREE policies. No work shall interfere with school activities or environments unless an authorized employee for the location gives permission.
- 23. *Excusable Delay:*** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform arises out of causes beyond the control of the contractor and without the fault or negligence of said contractor, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
- 24. *Explanation to Prospective Proposers:***
 - a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals. **DEADLINE FOR SUBMISSION OF QUESTIONS: FRIDAY October 16th AT 2:00 P.M.** Questions should be submitted in writing to: phollifield@spartanburg3.org Note: No other District personnel shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their proposer rejected.

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

- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

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

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

27. Proposer 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 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 RFP or contract.

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

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

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

30. Proposer's Qualifications: Proposals shall be considered only from Proposers 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 reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

- Experience – Contractor must have at least three (3) years of experience with commercial contracts in excess of seventy-five thousand dollars (\$50,000.00) per contract.

31. Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements:

- a) 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 do 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 are 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).

- b) 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 contracted or performed in house and charge the cost to the Contractor.

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

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

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

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

PROPOSAL CONTENT: Each Proposer must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your proposal being deemed non-responsive:

1. One company representative must be clearly assigned to the District as the point of contact for all performance and contract issues. Include representative's name, telephone number, email address and any other appropriate means for contact for the representative.
2. ***Previous experience and references:*** Proposers shall provide as references, the names of at least three (3) current customers, similar in size and nature to work to be performed under this solicitation. Please provide name and telephone number. A brief description of the services provided shall accompany each reference.

The District reserves the right to consider the level of customer satisfaction in award of the proposal.

The District reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, references, or any other source. Should the references volunteer any information outside the specific questions, this information may be used in the evaluation process.

- 3. Previous Default:** Have you ever defaulted on a contract or been denied a contract due to non-responsibility to perform? If so, provide the facts and circumstances.

In submitting a proposal, the Proposer understands that the District will determine at its discretion, or in their best interest, which proposal, if any, is accepted. The Proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.

EVALUATION CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible proposer whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

- 1. Contractor's Relevant Experience:** Management and staff capabilities and expertise, resumes, and experience relevant to the K-12 facilities. Proposer should include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
- 2. Location / Proximity:** Identify the location of the managing home office and its proximity to the Spartanburg District 3 area.
- 3. Cost plus rate:** Rate of cost markup as a percentage. Markup % above direct, and indirect, expenditures (All to be documented with each job)

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

POINT EVALUATION VALUES

CRITERION	POINT VALUE
Contractor Relevant Experience	40
Location / Proximity	30
Cost plus rate	30
TOTAL POINTS	100

PERCENTAGE GRADES

GRADE	DESCRIPTION
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

INSTRUCTIONS TO PROPOSERS:

1. The District requires that one (1) original and two (2) copies of the proposal be submitted to the Director of Buildings and Grounds no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.
2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in any proposal, or if any proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.
3. When specifications or descriptive literature are submitted with the proposal, enter the proposer's name and address thereon.
4. **All proposals must be in a sealed envelope and have clearly marked on the envelope:**

Name of Firm

Address

RFP# 2020-1030

Indefinite Delivery General Contracting

NOTIFICATION:

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

GENERAL TERMS AND CONDITIONS

1. **Addition of Newly Constructed Facilities:** (not applicable to this solicitation).
2. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Assistant Superintendent for Finance & Operations.
3. **Drug-Free Workplace:** By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
4. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Note: No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by Spartanburg School District 3 (Title II ADA).

5. **Experience and Reference Checks:** The District reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, references, and any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.
6. **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.
7. **Indemnification:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).
8. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate.
9. **Price Adjustments:** Any price increases shall not exceed the previous year's increase in the Consumer's Price Index (CPI), or 5%, whichever is less. Any proposed price increases must be requested and approved in writing by the Assistant Superintendent for Finance & Operations at least one-hundred and twenty (120) calendar days prior to the automatic extension (price increase will only become effective if agreed to in writing by the District). It is understood that if there is a decline in the Consumer Price Index (CPI), the District will receive a reduction in the contract period to begin the following contract year upon the annual date of renewal.

10. **Right to Protest:** Any prospective proposer, contractor, or subcontractor who is aggrieved in connection with the awarding of a contract shall protest to the Assistant Superintendent for Finance & Operations within ten (10) days of the date of issuance of the Notice to Award.

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

Upon request and/or prior to the commencement of work hereunder, potential proposers 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 fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

The insurance coverage listed in Special Conditions section of this RFP must be procured by the vendor(s) at their own expense.

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

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

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

(b) Termination / Reduction in Scope for Non-appropriations: Any contract entered into by Spartanburg School District 3 shall be subject to cancellation without damages or further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation the District reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.

SCOPE OF WORK:

Spartanburg School District 3, hereafter referred to as the "District", is accepting proposals from qualified contractors for General Contracting in accordance with the requirements of this solicitation. The awarded contractor will handle small capital MEP projects less than \$100,000 each. The awarded general contractor will reserve the right to refuse a job if they feel they will be unable to complete in a timetable proposed.

The specifications included herein are to be considered as providing minimum desirable features. Any limitations, deviations, or broader features quoted should be designated in your proposal. Otherwise, companies and agents submitting proposals will be held to the specifications.

Due care and diligence have been used in the preparation of this solicitation and the information contained herein is believed to be substantially correct, however, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely upon the proposer.

The District reserves the right to add or delete similar items/services in the contract documents as requirements change during the course of the contract.

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of approximately three (3) years beginning December 1, 2020 through December 1, 2023. The District, at its discretion, may extend the contract for one (1) additional period of two (2) years each, at the time for renewal, provided both parties agree. Renewal on the part of the District will be based upon satisfactory Contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

The District’s right to terminate the contract during the contract period will be governed by Item 12 of the General Terms and Conditions.

PROJECT INFORMATION:

The District: The District consists of three (3) elementary schools, two (2) middle schools, one (1) high school, and one (1) career center. **This RFP addresses all facilities in the district.** We serve approximately 3000 students and employ approximately 600 people. Spartanburg School District 3’s general operating budget includes disbursements in excess of \$24 million.

Anticipated procurement schedule is listed below:

Task	Date
Issue Request for Proposals	October 30, 2020
Mandatory Pre-Proposal Conference and Site Visits	NONE
Deadline for Questions	November 6, 2020
Proposal Due Date	November 20, 2020
Superintendent’s Approval	November 23, 2020
Post Notice of Award or Notice of Intent to Award	November 24, 2020
Effective Date	December 1, 2020

CONTRACTOR REQUIREMENTS:

A. TERMS AND CONDITIONS:

- Contractor’s Relationship with the District:** The successful contractor will be a contractor independent of the District. No acts performed for or representations made, whether written or oral, by the proposer to third parties shall bind the District. The Contractor shall be solely responsible for the withholding and payment of all federal, state and local personal income, social security, unemployment, worker’s compensation, and other payroll taxes for its’ employees. The District shall have no liability of any sort for the Contractor’s employees.

2. **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; or (b) that you 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."

Note: A Contractor employing one-hundred (100) or more employees hereby certifies that it ensures compliance with the South Carolina Illegal Immigration Reform Act and will register and participate in a status verification system for all employees. The term "employee" as used herein means any person who is hired to perform work within the State of South Carolina. As used herein, "status verifications system" means (a) the E-Verify employment status verification system, or any successor electronic verification system replacing the E-Verify Program, that is operated by the United States Department of Homeland Security, United States Citizenship and Immigration Services, and the Social Security Administration, or (b) verification that every employee of the Contractor possesses a valid South Carolina driver's license or identification card, or that every employee of the Contractor possesses a valid driver's license, or identification card, from another state whose qualification requirements are as strict as those of South Carolina. Contractor also hereby certifies that any Sub-contractor or Sub-subcontractor with the requisite number of employees and performing services for a covered contractor likewise complies with the above requirements.

3. Contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The contractor will not employ at less than the established federal and state minimum wage. The contractor will give each employee a criminal background check. All preliminary criminal background checks (minimum SLED check) must be completed prior to employment and the reports on each employee **must** be submitted to the Executive Director of Human Resources. All costs for criminal background checks are the responsibility of the contractor. No employee who has police record other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. The contractor shall use skilled persons who are thoroughly trained in the necessary skills for grounds maintenance. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol, or use of illegal drugs or possession of weapons on District property. All employees shall be dressed in an appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance. Uniforms shall be worn which fully identify the worker as a member of the contractor's workforce.
4. It is the responsibility of the Contractor(s) to secure all equipment during and after use to prevent injury to students or any person not authorized to use such equipment.
5. Contractor(s) shall endeavor to keep all properties in an attractive, professional and presentable state at all times and most particularly prior to opening of a school year and after holidays.
6. **Standard of Performance:** Contractor must begin and complete the performance of the work required under the contract with all due diligence and must exercise the highest degree of professional skill, confidentiality, and competence in the performance of the services described herein. All services required of Contractor(s) must be performed to the satisfaction and approval of Spartanburg School District 3.

SPECIAL CONDITIONS

1. Insurance

- A. The Contractor shall purchase and maintain in a company or companies such insurance as will protect him from claims set forth below which may arise out of or result from the contractor's operations under the Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone from whose acts any of them may be liable.
1. Claims under worker's compensation, disability benefit and other similar employee's benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
 3. Claims of damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;
 4. Claims for damages which are sustained: (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person;
 5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The insurance required in Subparagraph 1 shall be written for not less than any limits of liability specified in the contract documents (listed below) or required by laws of South Carolina (whichever is greater).
- C. Minimum limits of liability for following types of insurance are required, (B.I. – Bodily Injury; P.D. – Property Damage; limits are shown in thousands of dollars).
1. Workmen's Compensation and Employer's Liability
 - (1) Workmen's Compensation – Statutory
 - (2) Employer's Liability – 100 each occurrence form
 2. Compensation General Liability, including:

(1) Premises and Operations	1,000 B.I. 250 P.D.
(2) Contractual/Owner's Liability	1,000 B.I. 250 P.D.
(3) Contractor's Protective Liability	1,000 B.I. 250 P.D.
(4) Products/Completed Operations	1,000 B.I. 250 P.D.
 3. Comprehensive Vehicle Liability, including:

(1) All Owner Vehicles	250/500 B.I. 100 P.D.
(2) Non-Owner Vehicles	250/500 B.I. 100 P.D.
(3) Hired Vehicle Coverage	250/500 B.I. 100 P.D.

D. The contractor shall obtain and furnish to District, within ten (10) days after notification of contract award, certificates for the insurance coverage listed in items A, B and C above.

2. Licenses and Permits

Any and all licenses or permits required to operate in any location utilized in this contract shall be the responsibility of the Contractor.

3. Safety

Contractor shall be familiar with and in complete compliance with, OSHA, AHERA, DHEC and EPA requirements and shall report any loss time or major injuries to the District.

4. Workmanship

All workmen shall be thoroughly experienced in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval, in the field, of the District's representative.

5. Training

The Contractor shall be responsible for providing the proper training for all his employees regarding the proper handling of equipment and application of chemical substances. Damages resulting from the improper application or use of chemical substances will be the responsibility of the contractor. Additionally, the Contractor is responsible for providing for all training and certification for his employees as required by AHERA, DHEC, OSHA and EPA regulations.

6. Keys

The District will furnish keys. The Contractor will not have additional keys duplicated. If additional keys are needed, a request will be made to the Director of Buildings and Grounds. Upon termination of a contract, the contractor shall return all keys to the District's representative before the final payment is made.

7. Experience

Contractor must have at least three (3) years of experience with commercial contracts in excess of fifty thousand dollars (\$50,000.00) per contract.

8. Physical Assets

The Contractor must demonstrate to the school district the ability to provide all equipment and trained personnel to fulfill the contractor's obligations to the District. This information must be included as part of the proposal.

9. Cost

The price for services must be reasonably comparable to the average cost for similar services performed in the greater Greenville-Spartanburg-Union-Cherokee county areas.

10. Contractor Employee Policy

The Contractor agrees to be responsible for and provide general supervision of all employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work. The Contractor shall ascertain that all his employees abide by the following rules:

- A. Employees shall be of good integrity and character. A SLED check shall be conducted on each prospective employee prior to employment as stated in item three (3) regarding Contractor requirements.
- B. Employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing, within 24-hours to the school principal and the district Director of

Buildings and Grounds specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. Upon investigation of the incident, the district Director of Buildings and Grounds shall determine if the contractor is at fault.

- C. Employees, through their supervisor, will be expected to honor reasonable requests from the district maintenance department in preparation of special events or activities.
- D. Employees shall not engage in idle or unnecessary conversation with District employees, other employees of the Contractor, students, or visitors to the building.
- E. Employees shall not remove any article or materials from the premises, regardless of value. This is to include the contents of any item found in the trash containers in or around the premises. Trash items are to be placed in dumpsters or trashcans designated for that purpose.
- F. Employees shall abide by all rules, regulations, and policies of the District.
- G. The Contractor's supervisor(s) must possess the ability to communicate effectively, both orally and in writing, with the school staff and other employees. The supervisor shall make contact on a regular basis with the school principal to ensure adequate communication concerning the contract. He/she is responsible for reporting maintenance problems as they arise as well as other problems of mutual concern.
- H. The use or possession of alcoholic beverage or other non-prescribed drugs will not be permitted. Contractor's employees who report for work showing evidence of any impaired condition must not be permitted to remain on the premises by the Contractor's supervisor.
- I. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in this agreement.
- J. Contractor's employees will not be permitted to use tobacco products on District property.
- K. Any contractor employee who fails to abide by the school district's rules and expectations will be expected to be removed from the job and replaced, upon written request of the district's FM director to the Contractor.

11. The contractor shall maintain a telephone service that shall be local or toll free to the school district.

12. Liability

The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees while they are on premises. The Contractor or his insurer shall reimburse the District for any such damage or loss within thirty (30) days after claim is submitted. For example: School windows, doors, car windows and windshields, etc.

13. Laws

The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State and Local agencies having jurisdiction. This shall include but not be limited to minimum wage, labor and equal employment opportunity laws.

14. Equipment and Supplies

The Contractor shall provide all necessary equipment and other necessary supplies (adequate in kind, quantity and quality) for professionally performing all work in this contract. Losses to the District caused by inferior quality equipment or supplies will be reimbursed by the Contractor.

15. Working Hours – Regular

The Contractor’s work hours will be coordinated with the Director of Buildings and Grounds and school principals. School activities will take precedence.

16. Inclement Weather

In case of inclement weather, activities and tasks will be rescheduled as soon as weather will permit. Completion of rain-delayed projects shall be documented via email to the Director of Buildings and Grounds.

17. Inspection

The Contractor shall be accompanied by a designated representative of the District on inspections of work during normal business hours of the school. The District reserves the right to make a determination as to whether service is being performed satisfactorily.

18. Default

Failure to satisfactorily perform the services required by the contract will be grounds to declare the Contractor in default.

GENERAL SPECIFICATIONS

1. Contractor shall supply all materials needed to implement the agreed upon work. Individual contracts for capital projects, and repairs, can be completed, as necessary.
2. Contractor shall keep record of all cost associated with each project.
3. All equipment used on this project shall meet OSHA standards for safety and any other federal, state or local laws and/or regulations that may pertain to this solicitation.
 - a. All noise reduction devices shall be maintained in good working order on all equipment to minimize noise during school hours.
 - b. Equipment shall not be housed or left on District property unattended unless approved by the Director of Buildings and Grounds.
 - c. District-owned or District-leased property shall not be utilized in the contract.



PROPOSAL FORM
Indefinite Delivery General Contracting
Spartanburg School District 3

The district reserves the right to reject any and all proposals.

1. Contractor's Relevant Experience: Documentation included
2. Location / Proximity: address
3. Cost plus rate *: _____

*** The above rate is to be all inclusive and includes all items required by district specifications included in this RFP. Pricing for additional work outside of the scope of work specified in this RFP will be negotiated between the successful contractor and Spartanburg School District 3 as needed.**

Contractor Signature

Date

Calendar may be found on District website: www.spartanburg3.org