

	<p>Rock Hill Schools</p> <p><b><i>Request for Proposals</i></b></p>	<p><b>Solicitation Number</b>  <b>Date Issued</b>  <b>Procurement Director</b>  <b>Phone</b>  <b>E-Mail Address</b></p>	<p><b>16-1777</b>  <b>July 18, 2017</b>  <b>Nicole Hatch, CPPO</b>  <b>803-981-1154</b>  <b>Nhatch@rhmail.org</b></p>
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**ADA Audit RFP**

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

The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder" or "Consultant"

SUBMIT OFFER BY (Opening Date/Time): September 21, 2017 – no later than 2:00 p.m.

**NUMBER OF COPIES TO BE SUBMITTED: one (1) original, five (5) copies, and one (1) digital copy**

Offer must be submitted in a sealed package. Solicitation number and opening date must appear on package exterior.

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

<b>MAILING ADDRESS</b>
<p>Rock Hill Schools  2171 West Main Street  Rock Hill, SC 29732  See "Submitting Your Offeror" provision</p>

<p>CONFERENCE TYPE: Pre-proposal  Conference DATE &amp; TIME: August 24, 2017 and 10:00am</p>	<p>LOCATION: Facilities, Purchasing Conference Room  2171 West Main Street  Rock Hill, SC 29732</p>
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<p><b>AMENDMENTS</b></p>	<p><b>Any amendments will be posted at the following web address:</b>  <a href="http://www.rock-hill.k12.sc.us">http://www.rock-hill.k12.sc.us</a></p>
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**You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of one hundred twenty (120) calendar days after the opening date.**

<p><b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)</p>	<p><b>OFFEROR'S TYPE OF ENTITY:</b>  <b>(Check one)</b></p> <p><input type="checkbox"/> Sole Proprietorship  <input type="checkbox"/> Partnership  <input type="checkbox"/> Corporate entity (not tax-exempt)  <input type="checkbox"/> Tax exempt corporate entity  <input type="checkbox"/> Government entity (federal, state, or local)  <input type="checkbox"/> Other _____</p> <p>(See "Signing your Offer" provision)</p>
<p><b>AUTHORIZED SIGNATURE</b></p> <p><small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small></p>	
<p><b>TITLE</b> (Business title of person signing above)</p>	
<p><b>PRINTED NAME</b> (Printed name of person signing above)</p>	<p><b>DATE SIGNED</b></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.e.*, a separate corporation, partnership, sole proprietorship, etc.

<p><b>STATE OF INCORPORATION</b></p>	<p><small>(If offeror is a corporation, identify the State of Incorporation.)</small></p>
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<p><b>TAXPAYER IDENTIFICATION NO.</b></p>	<p><small>(See "Taxpayer Identification Number" provision)</small></p>
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**PAGE TWO**

(Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; text-align: center;">Area Code</td> <td style="width:25%; text-align: center;">Number</td> <td style="width:25%; text-align: center;">Extension</td> <td style="width:25%; text-align: center;">Facsimile</td> </tr> <tr> <td colspan="4" style="text-align: center;">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)								
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> 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

**Minority Participation:**

**Are you a SC Certified Minority Vendor -** Yes  No

**If yes, SC Certification #** \_\_\_\_\_

**Are you a Non SC Certified Minority Vendor -** Yes  No

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# SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS

## 1. INSTRUCTIONS TO BIDDERS:

- A. Bids shall be publicly opened at 2:00 PM on the date stated in the RFP. Bid openings shall be conducted in a room designated by the Director of Procurement. Sealed bids shall be enclosed in an envelope, and the "bid name and number" shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Director of Procurement, Rock Hill School District Three, 2171 West Main Street, Rock Hill, SC 29732. Hand carried bids shall be delivered to the same address.
- B. Bids shall be submitted NO LATER THAN 2:00 PM in the place and manner as described in paragraph 1A above. Bids received after 2:00 PM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened, unless the delay was caused by improper handling by District employees.
- C. The District shall not accept responsibility for unidentified bids.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Director of Procurement.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 120 days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral or FAX bids.**

- 2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
- 3. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
- 4. **BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders 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 (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.
- 5. **ACKNOWLEDGEMENT OF AMENDMENTS:**
  - A. Bidders shall acknowledge receipt of all amendments either by signing and returning one copy of the amendment or by acknowledging the change on the bid form.
  - B. It is the bidder's responsibility to determine whether they have received any or all amendments.
- 6. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.
- 7. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**

- A. All communication concerning this RFP must be in writing to the Procurement Department. Email is the preferred method of communication.
- B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
- C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with District employees and/or contracted agents related to this RFP for any reason except as authorized by the Procurement Department. Violation of this provision may result in rejection of the vendor's response.
- D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

**8. WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

**9. STATEMENT OF COMPLIANCE AND ASSURANCE:**

- A. Bidders, to be eligible for consideration, shall be required to certify in writing that the firm or agency represented complies with all applicable Federal and State laws and regulations.
- B. Statement of Assurances and Compliance is provided to vendors in Section I.

**10. ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

**11. SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

**12. FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.

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

**14. BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. It is expected that this will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

**15. TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Procurement, provided a thirty- (30) day advance written notice is given to the contractor.

**Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

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

**16. EXAMINATION OF RECORDS:**

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

**17. COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

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

**19. RIGHT TO PROTEST:** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Procurement. The protest shall be submitted in writing within fifteen (15) days of the date of issuance of the Invitation for Bids or Request for Proposals, date of issuance of an amendment, or date of notification of an award is posted.

**20. PROPRIETARY INFORMATION:** Contractors shall visibly mark as "**CONFIDENTIAL**" each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

**21. AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Contractor on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. 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 Director of Procurement shall award proposals in accordance with the District's Procurement Code.

- 22. STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.
- 23. MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
- 24. SAMPLES:** Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.
- 25. "OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.
- 26. PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
- 27. INSTALLATION:** Where equipment is called for to be installed under this Proposal, 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.

- 28. GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
- 29. SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.
- 30. 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 concern
  - 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 payment is to be sent; and other substantiating documentation of information as required by the contract
  - All invoices shall be submitted via email to [APINVOICES@rhmail.org](mailto:APINVOICES@rhmail.org) with the Company name and purchase order# referenced in the subject line
- 31. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- 32. DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.
- 33. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
- 34. POSTING OF AWARD:** Notice of Award or Intent to Award will be filed in the Procurement Department located at 2171 West Main Street, Rock Hill, SC, 29732, if the total value of the contract resulting from this solicitation is less than \$50,000.00. An "Intent to Award" shall be issued and posted on the District's procurement website should the total value of any contract resulting from this solicitation is \$50,000.00 or greater.
- 35. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request 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 period.

**36. SUBMISSION OF DOCUMENTATION:** Documentation contained on pages 1 and 2 and Section "I" must be completed and submitted along with the bid. No award will be made without these sections being executed by the successful low bidder, **do not return the entire solicitation.**

**37. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

**38. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.

**39. UNIT PRICES:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.

**40. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Procurement.

**41. PRICE ADJUSTMENT BASED ON CONTRACTORS COST**

Request for price increase must be submitted, in writing to the Purchasing Department at least ninety (90) days prior to the renewal date. The Contractor shall provide proof in writing by tax notices and labor increase and any other form or proof to show increases of the cost of this said contract. Price increases will only become effective if approved in writing by the Purchasing Department.

The maximum increases will not exceed the unadjusted percent change from the previous year shown in table 6 of the Producer Price Indexes (PPI) for commodities, the Consumer Price Index (CPI) for all urban consumers (CPI-U) "all items" for services or the current market conditions as determined by the contract administrator.

**42. IRAN DIVESTMENT ACT:** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330A is a material inducement for the District to award a contract to you. (b) By signing your offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**43. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

**44. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill Schools District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**45. INSURANCE REQUIREMENTS:** Contractor shall maintain, throughout the performance of its obligations under this contract, 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.

The successful contractor shall provide a certificate of insurance within ten (10) days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

- A. **WORKERS' COMPENSATION**  
Statutory limits covering all employees, including Employer's Liability with limits of:
  - \$500,000 Each Accident
  - \$500,000 Disease - Each Employee
  - \$500,000 Disease - Policy Limit
  
- B. **COMMERCIAL GENERAL LIABILITY**  
Covering all operations involved in this Agreement.
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Each Occurrence
  - \$ 5,000 Medical Payments
  
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
  - \$1,000,000 Combined Single Limit - Any Auto

## **SECTION B: PURPOSE OF REQUEST FOR PROPOSAL**

### **PURPOSE**

The Rock Hill School District is seeking the services of a consulting firm with substantial experience in compiling and implementing comprehensive ADA access audit and transition plans for all Rock Hill School District buildings and properties. The consulting firm shall use the information obtained through file investigations to develop a comprehensive ADA audit and transition plan. Sealed proposals shall be received in accordance with the Request for Proposal RFP).

At 2:00 p.m. on the date stated in this Request for Proposal, the Purchasing Director will open all bids received.

Questions pertaining to the terms and specifications should be directed to me by e-mail [nhatch@rhmail.org](mailto:nhatch@rhmail.org). To ensure a response all questions shall be submitted five days prior to the bid opening date.

The term of the contract shall be for 1 year or until ADA Audit is complete.

## **SECTION C: SCOPE OF WORK**

The consultant shall perform field investigations of all School District buildings and property included but not necessarily limited to, playgrounds, stadiums, athletic facilities, school buildings, classrooms, restrooms, hallways, office, and parking lots. Through the field investigations the consultant shall develop a comprehensive ADA audit and transition plan ranking projects to be completed.

## **SECTION D: SPECIFICATIONS**

Rock Hill School District requires the consultant to provide independent and objective consulting services in accordance with the above scope of work and the following requirements. The company/consulting service selected to provide this service will not be able to bid on any necessary construction work necessary to correct any deficiencies found during the assessment.

1. The consultant shall conduct an ADA Access Audit incorporating the components of a Program Access Test, as used by the Department of Justice. The consultant must meet State access requirements where they are more stringent than federal requirements. Facilities are to be examined using enforceable Federal and State regulations. The most recent issued final guidelines or proposed guidelines, and in the alternative, the most recent final reports of the US Access Board shall be used. The audit will include element specific checklists as applicable.
2. The consultant shall compile a final access report consisting of the following:
  - a. A site report shall be developed for each property. The site report must include a description of the specific barriers at each location, and a reference to the regulation or guideline citation. Both printed copy of the report and an electronic version of the report shall be provided per property.

- b. Each site report shall contain digital images of the barriers noted in each park and a reference drawing map showing the location of the barrier.
  - c. Each site report cite specific federal or state regulations or guidelines used.
  - d. Each site report shall describe the methods for meeting the accessibility requirements, giving priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.
  - e. Each site report shall provide a description of the ways in which each specific barrier can be removed as well as individual detailed cost estimate for each solution including the use of best practices. Best practices may be developed that are additional methods for making sites more usable for individuals with disabilities. Best practices shall be included in the report. Best practices shall be distinguished from requirements.
  - f. Each site report shall have checklists for the elements at each site, and all field notes shall be included as an index to the individual reports.
  - g. Conclusion report that reviews the authority under which the audit was conducted, description of the process, application of the program access test and summaries.
3. Comprehensive Transition Plan
- a. The consultant shall develop the comprehensive ADA Transition Plan. The Transition Plan shall include recommendations for phased corrective work. A Transition Plan Report shall be developed in which the recommendation to meet accessibility standards are organized into priorities to comply with ADA.
  - b. The plan shall, at a minimum;
    - i. Identify physical obstacles on the property that limit the accessibility of its programs or activities to individuals with disabilities;
    - ii. Describe in detail the methods that will be used to make the properties accessible.
    - iii. Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period.
    - iv. Projected costs for each of the recommendations shall be included in the Transition Plan, in order to assist the District with planning of capital improvements to comply with remediation.
4. Project Database
- a. The consultant shall develop a database for the ADA Transition Plan using Microsoft Excel or other District approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition plan by District staff. The database shall correlate all aspects of the transition plan and shall be produced using the database, including but not limited to access compliance assessment reports, transition plans, reference drawings, standard drawings and photographs. The database shall be the property of Rock Hill School District when the ADA Transition Plan is complete.

## 5. Respondent Qualifications

- a. The respondent shall be established in the business of providing ADA consulting services, for local government for a minimum of five consecutive years.

## **SECTION E: PROPOSAL FORMAT**

The RFP submittal shall be in two sealed envelopes. One containing the technical specifications and the other containing the Bid Form with the cost proposal. The Section H Bid Form attached shall be submitted in the cost proposal.

The proposal shall include the following elements. The proposal shall be double-sided, no less than 12 point font, shall not exceed 15 pages double-sided (total of 30 pages). The cover page, cover letter, reference page and bid form are not included in the page count. All submitted proposals shall be on 8.5" x 11" paper and stapled in the top left corner. Proposals submitted in any other size format will not be accepted. Proposals submitted in three-ring binders or other bindings will not be accepted.

### **1. COVER LETTER**

The cover letter shall include a brief statement of intent for the services offered to the District, and signatures of an authorized officer of the organization, who has legal authority in such transactions. Proposals with unsigned cover letters will be rejected. The cover letter must also provide the name, position and full contact information for the individual designed as the Vendor's contact for this proposal.

### **2. TABLE OF CONTENTS**

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

### **3. BACKGROUND AND EXPERIENCE**

The description shall show that the Vendor possesses demonstrated skills, experience and equipment in specific areas of the RFP. The section shall include:

- a) Vendor name, address, telephone, fax number, email addresses of authorized representatives.  
A description of the background and experience of key personnel to be assigned to the successful execution of the services to the District.
- b) Background screenings of employees and approval of the district for any employee with a criminal background shall be required for all vendors working on the premises.
- c) Background of company and detail any project that relates specifically to this RFP.
- d) Describe the company's experience in conducting this type of service.
- e) Satisfactory evidence of the Vendor's financial resources. Detailed information validating the financial stability of the Vendor including a description of the Vendor's ability to secure (either by purchase or lease) the equipment necessary for the services listed in this RFP and a description of all financial or other liabilities in excess of \$50,000 that may threaten the ability of the Vendor to perform all services required.
- f) A description of all pending legal disputes including matters in litigation, mediation, arbitration, and/or at trial.
- g) A list of all public sector clients to which the Vendor has provided similar services over the past three (3) years. Reference forms attached.

h) A copy of company's W-9.

**4. STATEMENT OF WORK/ ACTION PLAN**

The work plan shall describe how the successful Vendor(s) will satisfy the District's requirements once the District's Governing Board has approved the contract (if applicable). The Vendor(s) should explain in detail how they would work with the District and why their solution would be most beneficial to the District. Timelines, meetings, District responsibilities and all other important information should be included in the section with clear detail.

**5. ACKNOWLEDGEMENT OF ADDENDA**

Vendor shall acknowledge all Addenda received. If there are no addenda or bulletins issued prior to the RFP due date, this form will not be required to be included in the proposal package.

**6. RFP BID FORM**

Vendor shall return the RFP Bid Form, fully executed in accordance with the Instructions to Vendors. To more easily compare proposals with the cost of the District's current service arrangement, the District is requiring that the Proposal contain an "all inclusive" format in which the costs of all of the related costs are incorporated into the rates charged for said services. Proposed costs must be inclusive of all services outlined in the RFP, including:

- a) Cost to bill the District
- b) Insurance, workers' compensation and all other business-related costs
- c) Labor costs
- d) Fuel costs
- e) Overhead costs
- f) Disposal costs

**7. VALUE ADDED**

Vendor may provide on a separate page any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract.

**SECTION F: EVALUATION CRITERIA**

The District intends to select the Contractor that best fulfills the requirements and provides the best value to the District. The Proposals will be evaluated based on the following criteria, which are not necessarily in order of ranking or weighting:

- 1. Price 50%
- 2. Qualifications 20%
- 3. Project Implementation Plan 30%

The District may request additional information from Vendor(s) to clarify any element of any Proposal. After all Proposals are received, the District may invite one or more Vendors to give a presentation, submit a video demonstration of their product or conduct an interview. The District reserves the right to make independent investigations as to the qualification of Vendor(s). Investigations may include contacting former and/or existing customers or site visits to existing operations.

## SECTION G: REFERENCES

References are to be comparable to services described in the RFP

Reference 1

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

Reference 2

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

Reference 3

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

## SECTION H: BIDDER'S FORM

Total Cost of the ADA Audit	
Comments	

### BIDDER'S STATEMENT OF ASSURANCES AND COMPLIANCES

The Undersigned, as a responsive bidder, certifies that the General and Special Conditions of this bid have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid as indicated below:

1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document; and
2. Currently complies with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices; and
3. Is not guilty of collusion with, other vendors possibly interested in this bid, in arriving at or determining prices to be submitted; and
4. That such agent, as indicated below, is officially authorized to represent the firm in whose name the bid is submitted.

FIRM REPRESENTED	AGENT
Name of Firm:	Signature of Agent:
Street Address:	Printed Name
City & State:	Title
Zip Code:	Date
Telephone No.	Cell No.
Email:	

Minority Vendor Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, Certificate # \_\_\_\_\_