	Richland School District Two	Solicitation No.:	20-030
	REQUEST FOR PROPOSAL	Date Issued: Contact Person: Phone: E-Mail Address: Mailing Address:	April 20, 2020 Kelly Hill E-mail Only procurement@richland2.org 124 Risdon Way Columbia, SC 29223

DESCRIPTION	Lease of Modular Classrooms
DEPARTMENT	Operations

*The Term "Offer" means your ****PROPOSAL*****

Submit Offer By: (Opening Date/Time)	May 5, 2020 – 10:00am EST
Number of Copies to Submit:	Original plus Three (3) Copies ---- Original must be marked as "Original"
Questions May Be Submitted By:	April 28, 2020 by 5:00pm EST
Questions Only Submitted To:	Kelly Hill - Email: kehill@richland2.org (Questions Only!)

****Offers must be submitted in a sealed package. Solicitation Number, Name and Opening Date must appear on the package exterior****

Submit Your Sealed Offer To:

Richland School District Two
124 Risdon Way
Procurement – Sol. # - 20-030
Columbia, SC 29223

Conference Type: N/A	Conference Location: N/A
Date & Time:	

Awards	All Awards will be listed at the following web address: www.richland2.org/procurement/solicitations . Award notifications shall be mailed to each firm that submits an offer.
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You must submit a signed copy of this entire form with **Your Offer**. By submitting and signing a proposal or proposal, YOU agree to be bound by the terms of the Solicitation. You agree to hold **Your Offer** open for a minimum of sixty (60) calendar days after the Opening Date.


NAME OF OFFEROR (Full Legal Name of Business Submitting Offer)	OFFEROR'S STATE OF INCORPORATION
AUTHORIZED SIGNATURE OF OFFEROR (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)	OFFEROR'S TYPE OF ENTITY <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax exempt) <input type="checkbox"/> Corporate Entity (not tax exempt)
TITLE OF OFFEROR (Business Title of Person Signing Above)	OFFEROR'S TAX IDENTIFICATION NO.
PRINTED NAME OF OFFEROR (Printed Name of Person Signing Above)	DATE OFFER SIGNED

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. 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.

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion and fraud. I agree to abide by all conditions of this solicitation and certify that I am duly authorized to sign this offer for the Offeror.

If accepted and awarded, this Offer shall serve as the Official Contract between the Offeror and Richland School District Two. A Purchase Order issued by Richland Two shall constitute the initial start of this Offer/Contract.

Cover Page

	Richland School District Two REQUEST FOR PROPOSAL	Solicitation No.: Date Issued: Contact Person: Phone: E-Mail Address: Mailing Address:	20-030 April 20, 2020 Kelly Hill E-mail Only procurement@richland2.org 124 Risdon Way Columbia, SC 29223
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HOME OFFICE ADDRESS (Address for Offeror's home office/principal place of business)	OFFICIAL NOTICE ADDRESS (Address to which all Procurement and Contract related notices should be sent)
	Phone: Area Code-Number-Extension _____ E-Mail Address: _____

PAYMENT ADDRESS (Address to which payment will be sent)	ORDER ADDRESS (Address to which purchase orders will be sent)

ACKNOWLEDGEMENT OF AMENDMENTS							
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue (See "Amendments to Solicitation" provision)							
Amendment Number	Amendment Issue Date	Amendment Number	Amendment Issue Date	Amendment Number	Amendment Issue Date	Amendment Number	Amendment Issue Date

S. C. MINORITY VENDOR:	Please Indicate if you are a Minority Vendor: <input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate if you are Certified as a Minority-Owned / Woman-Owned Business by the State of South Carolina. <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Certified , please provide Certification Number: _____	

**** End of Page Two ****

Richland School District Two

TABLE OF CONTENTS – OUTLINE

REQUEST FOR PROPOSAL

Sol. #20-030 – Lease of Modular Classrooms

- I. Scope of Solicitation

- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions

- III. Scope of Work / Specifications

- IV. Information for Offerors to Submit

- V. Qualifications

- VI. Award Criteria – Evaluation

- VII. Terms and Conditions
 - A. General
 - B. Special

Richland School District Two
REQUEST FOR PROPOSAL
Sol. #20-030 – Lease of Modular Classrooms

I. SCOPE OF SOLICITATION

The purpose of this solicitation is to receive competitive proposals in order to acquire supplies, services or equipment which complies with the enclosed description and/or specifications and conditions for Richland School District Two.

The successful offeror will provide a lease contract for modular buildings to be used as classrooms at various locations throughout the school district. The number of buildings during any interval will be based upon the needs of the district.

II. INSTRUCTIONS TO OFFEROR

Amendments to Solicitation: The solicitation may be amended at any time prior to opening. If an Amendment is necessary, a copy of the Amendment will be e-mailed to each company that has requested a copy of the Request for Proposal (RFP). Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment along with the offer and (2) by identifying the amendment number and date of amendment on Page Two – Acknowledgement of Amendments. The School District will provide responses to questions in the form of an amendment. Questions are allowed and encouraged to clear up any misunderstandings, etc.

Award Notification: Notice regarding any award, cancellation of award, or extension of award will be posted at the location indicated on the Cover Page. Should the Contract resulting from this Solicitation have a total potential value of \$100,000 or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

Maximum Contract Period: Any resulting contract from this solicitation will begin on the date specified in the Notice of Award or Intent to Award. **Contract period shall be for a maximum of two (2) years.** Contract may be extended for up to three (3) one-year periods upon satisfactory performance and at the sole discretion of the District. The effective date of this contract shall begin on **June 1, 2020**. The two-year contract shall expire on **May 31, 2022**, unless an agreement is made to extend for additional year(s).

Proposal as Offer to Contract: By submitting your offer, you are offering to enter into a contract with Richland School District Two. Without further action by either party, a binding contract shall result upon final award of this solicitation. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An offer shall be submitted by only one legal entity. A Purchase Order shall be issued by the District and shall give Offeror the right to proceed with this contract proposal.

Proposal Acceptance Period: In order to withdraw your offer after the minimum period specified on the Cover Page, you must notify the Procurement Director in writing.

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

A. General Instructions

1. All proposals must be executed and submitted in a sealed package. The face of the envelope shall contain the solicitation title, the solicitation number, and the date and time for the solicitation opening/closing. Solicitations not submitted in accordance with these instructions will be subject to rejection. Richland School District Two assumes no responsibility for unmarked envelopes that are not considered for award.
2. All amendments to and interpretations of the solicitation shall be in writing. The school district shall only be legally bound by any amendment or interpretation that is in writing. Should an Offeror find discrepancies or ambiguities in or omissions from the solicitation documents, or should the Offeror be in doubt as to their meaning, Offeror shall at once, and in any event not **later than seven (7) days prior to the solicitation due date, notify Richland School District Two** who will prepare written addenda and notify each Offeror of any changes to the original solicitation. Should an Offeror desire any explanation regarding the meaning or interpretation of the solicitation documents, **request should be made in writing at least seven (7) days before the date established for submission of offer.** Any change interpretation made will be in the form of written addendum to specifications and will be emailed/mailed to each Offeror. Its receipt by the Offeror shall be acknowledged on the solicitation schedule (page two). It shall be the Offeror's responsibility to make inquiry as to the addenda issued. All addenda shall become a part of the solicitation document, and all Offerors shall be bound by such addenda whether or not received by the Offeror.
3. See Cover Page of this solicitation for the number of copies to be submitted.
4. Offerors are to visibly mark as "**CONFIDENTIAL**" each part of their Offer that they consider to be proprietary information.

B. Special Instructions

EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.

1. Proposals, amendments, or a withdrawal request received after the time advertised for the solicitation opening/closing will be void regardless of when they were mailed.
3. All services, materials, supplies, or equipment offered must be guaranteed to meet the requirements of the specification indicated, given, or referred to.
6. Unless otherwise indicated in the solicitation, prices must be firm, if accepted by the school district, within ninety (90) days after the solicitation opening.
9. Prices offered must be based upon payment in the thirty (30) days after delivery and acceptance. Discount for payment in less than thirty (30) days will not be considered in making award. Payment in connection with any discount offered will be computed from the time of acceptance.
10. The school district reserves the right to reject any offer that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other offers if such action would be in the best interest of the school district. Ambiguous offers which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded. The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the project or service is

intended.

11. Award(s) will be made to the responsible Offeror who submits a responsive offer which is most advantageous to the school district and meets district standards. Offerors will be notified of awarded offer. **Award(s) will be posted on the Richland School District Two website at www.richland2.org/procurement/solicitations.**

13. Offerors must, upon request of the school district, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Officials of Richland School District Two may make such investigations as deemed necessary to determine the ability of the Offeror to perform such work. The school district reserves the right to make the final determination as to the Offeror's ability to provide the products or services requested herein and to reject any Offeror if evidence fails to indicate that the Offeror is qualified to carry out the requirements of the solicitation document.

14. Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve the Offeror of any obligation with respect to this solicitation or to the contract.

15. All applicable laws, regulations, ordinances, etc. shall be deemed to be part of these specifications, and the specifications shall be read and enforced as though they were included.

16. 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 require such person or entity to 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 the Offeror is authorized and/or licensed to do business in this state, by submission of this signed offer, the Offeror agrees to subject itself to the jurisdiction and process of the courts of South Carolina as to all matters, and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State. The contract shall be construed in accordance with the laws of the State of South Carolina. The School District may seek attorney's fees and Offeror agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Offeror.

17. The successful Offeror shall indemnify and save harmless Richland School District Two and all its agents and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright.

18. The successful Offeror will comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or disability.

19. No contract may be assigned, sublet, or transferred without the written consent of the school district.

20. In case of default of the contractor, the school district reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor will be considered until the assessed charge has been satisfied.

21. Any contract entered into by the school district resulting from this solicitation shall be

subject to cancellation at the end of any fiscal or appropriated year if sufficient funds have not been appropriated for continuation of the contract.

22. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Chief Financial Officer, Dr. Harry W. Miley, 124 Risdon Way, DO @ R2i2-3rd Fl., Columbia, SC 29223 setting forth the grounds and facts applicable thereto for the protest within fifteen (15) days of the issuance of the Solicitation. A protest must be filed ten (10) days of the date of notification of award or the posting of the Award or the Intent to Award, whichever is applicable. The filing of a protest shall not stay the solicitation or award of a contract unless fraudulent (Richland School District Two Procurement Policy 6-201(1)).

23. The school district reserves the right to waive any instruction, condition, or minor specification when considered to be in the best interest of the school district.

III. Scope of Work/Specifications

Richland School District Two is requesting proposals to enter into a lease contract for modular classrooms at various locations throughout the school district. The number of buildings during any interval will be based upon the needs of the district.

Proposals shall include the leasing of modular buildings for 24 months (with the option to extend).

Proposed cost should be itemized into the following categories:

- Monthly cost per unit
- Total cost for lease period
- Delivery cost
- Setup cost
- Skirting and underpinning cost
- Cost to install stairs, ramps and/or decks in accordance with ADA Standards
- Dismantle and return cost at lease end
- Floor plan drawings

Prices shall be firm for the duration of the contract.

Building setup shall be in accordance with plans and guidelines from the South Carolina Department of Education Office of School Facilities (OSF). The initial requested classrooms will be set up completely by **July 3, 2020** with a start date no sooner than **June 1, 2020**.

All utilities shall not be considered as part of the proposal. Utility connections will be completed by Richland School District Two.

IV. Information for Offerors to Submit

Information for Offeror's to Submit-General: Offeror should submit all other information and documents requested in this section and other sections of this Proposal to include any appropriate attachments addressed.

- a. All proposals must be clearly marked on the outside of the envelope/container with Title of Proposal, Company Name and Address, solicitation number - Sol. 20-030, and date/time

submission is due.

- b. All offerors' proposals must be submitted in a sealed envelope/container. The Cover Page must be signed and included with the offer along with Page Two, all amendments and the data and cost worksheets.
- c. Proposals must be submitted to Richland School District Two, 124 Risdon Way, Attn: Procurement, Columbia, SC 29223. See Cover Page.
- d. Proposals must be received at the District Office by the Date and Time indicated on the Cover Page. Late offers will be rejected.
- e. No more than one Offer may be submitted by any Offeror.
- f. The Offer must be signed by an Officer authorized to contractually bind the Offeror.
- g. The Offeror must certify that the price quoted for the services to be provided is valid for a period of sixty (60) days from the date of the Offer.

V. **Qualifications of Offerors**

Qualification of Offeror: To be eligible for award of a contract, a prospective offeror must be responsible. In evaluating an offeror's responsibility, the District's standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that the Offeror is not eligible to receive an award.

VI. **Award Criteria (Evaluation)**

Richland School District Two intends to award a contract resulting from this Solicitation to the responsive and responsible offeror whose offer is determined to be the most advantageous to the District, taking into consideration evaluation factors set forth herein. However, the right is respectfully reserved to reject any and all offers. The District shall be the sole judge of whether or not an offer meets the requirements of this solicitation.

Offers shall be reviewed and evaluated based upon the following evaluation factors in the order of their relative importance:

- 1) Experience working with school districts
- 2) Availability of units
- 3) Cost

During the review process, the district shall have the right to request from offerors any other information or evidence it deems necessary for evaluation of their offer and relevant to any one or more of the aforementioned evaluation factors. The failure of any offeror to promptly provide such requested information shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the offer.

VII. Terms and Conditions: General and Special

A. General

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

PROCUREMENT PROCESS: This RFP is not an invitation for bid. In the event the School District elects to negotiate a contract with the successful Offeror, any contract shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The School District reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the School District.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

PAYMENT & INTEREST: (a) Unless otherwise provided in this Solicitation, the District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address provided on "Page Two." The District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

PAYMENT FOR GOODS AND SERVICES: Payment for goods and services received by the District shall be processed in accordance with the District Policy. A purchase order will be issued prior to commencement of any work or delivery of any goods or services. District processes payments on the 10th and 25th of each month. Invoices must be received at least one week prior to the payment dates.

PURCHASE ORDERS: CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE DISTRICT. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. No other particular form is required.

TERMINATION - Subject to the conditions below, the District, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason.

NON-APPROPRIATED FUNDS: Any contract entered into by the District resulting from this proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request

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

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived.

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible offeror until the assessed charge has been satisfied.

B. Special

BACKGROUND CHECKS - The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Offeror shall obtain a complete South Carolina statewide criminal background investigation and a National Sex Offender Registry check for all individuals and employees performing work or services for Offeror or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the offeror. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

EXPERIENCE AND REFERENCE CHECK: The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, question and answer conferences, references, or 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 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.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period. The initial term of this agreement is for two (2) years from the effective date as indicated. This contract expires no later than the last date stated in the Maximum Contract Period. Prices submitted in response to this solicitation shall remain firm during the initial term.

TERM OF CONTRACT – OPTION TO RENEW: (a) At the end of the initial three-year term, the District reserves the right to extend the contract for a period not to exceed up to three (3) additional one (1)-year period(s) upon mutual agreement of the District and the Offeror, provided prices remain the same for any extended one-year period(s). If no extension is agreed upon, this contract expires no later than the last date indicated in the Maximum Contract Period clause.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or at the end of any renewal term, by providing the Procurement Director or Director of Contract Services written notice of its election to terminate under this clause at least (90) days prior to the expiration date of the then current term.