

# REQUEST FOR PROPOSAL

Solicitation Number: 18-19-6 Date Issued: January 25, 2019 Procurement Officer: Pamela Phillips Phone: (864) 594-6179 Email Address: phphillips@spart7.org

**DESCRIPTION: Security Services** 

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUDMIT VOUD SEALED OFFED TO FITHED OF THE FOLLOWING ADDRESSES.	
SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	

PHYSICAL ADDRESS:
Spartanburg School District Seven
Attn: Pamela Phillips
610 Dupre Drive
Spartanburg, SC 29307

SUBMIT OFFER BY: 2:00 PM on February 20, 2019

QUESTIONS MUST BE RECEIVED BY: February 13, 2019, before 10:00 AM (please direct questions electronically to Pamela Phillips at phphillips@spart7.org.)

NUMBER OF COPIES TO BE SUBMITTED: "Original" + disk with pricing and seven (7) copies without pricing marked "Copy"

CONFERENCE TYPE: N/A	LOCATION: N/A
A Site Visit may be arranged by contacting Dr. Thomas White by email at TDwhite@spart7.org.	

AWARD &The award, this solicitation, any amendments, and any related notices will be posted at the followingAMENDMENTSweb address: Spartanburg School District 7 Available Solicitations

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 thirty (30) calendar days after the opening date.

NAME OF OFFEROR (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.			
AUTHORIZED SIGNATURE		TAXPAYER IDENTIFICATION NO.			
(Person must be authorized to submit binding offer to cont	ract on behalf of Offeror.)	(See "Taxpayer Identification Number" provision)			
TITLE					
(business title of person signing above)					
PRINTED NAME DATE SIGNED		STATE OF INCORPORATION			
(printed name of person signing above)		(If you are a corporation, identify the state of incorporation.)			
OFFEROR'S TYPE OF ENTITY: (Che	ck one)				

Sole Proprietorship

Other_

Corporate entity (not tax-exempt)

Corporation (tax-exempt)

Partnership

Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)				NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)					
				Area Code - Number - Extension Facsimile					
					E-mail Address				
PAYMENT ADDRESS (Address to which payments will be sent.) Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)				ORDER ADDRESS (Address to which purchase orders will be sent) Order Address same as Home Office AddressOrder Address same as Notice Address (check only one)					
ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment num				mber and its date of	of issue.				
Amendment No.	Amendment Issue Date	Amendment No.	Amendment I Date	ssue	Amendment No.	Amendment Issue Date	Amen	dment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT 10 Calendar Days (%) 20 Calendar			alenda	ar Days (%)	30 Calendar Days	(%)	C	alendar Days (%)	
MINORITY I	PARTICIPATI	ON							
Are you a South Carolina Certified Minority Vendor? Yes No									
If ves. South Carolina Certification #									

Spartanburg School Districts Seven is seeking highly qualified, responsive and responsible firms to provide security services for the new Spartanburg High School in accordance with the requirements of this solicitation applicable regulations and statutes.

#### Proposals will be accepted until 2:00 PM on February 20, 2019.

#### LATE PROPOSAL PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed proposals must be delivered to:

Spartanburg School District Seven 610 Dupre Drive Spartanburg, SC 29307

"RFP #18-19-6 Security Services Attn: Pamela Phillips, Procurement Officer

Sealed proposal packages <u>must</u> include completed copies of page 1 (cover page), pages 2, 16 (pricing sheet), 17, 18 (if applicable), 19 & 20 (Attachment A), as well as all other requirements found in herein. Please remember Addendum/Addenda/Amendments must be acknowledged and only original signed copies are acceptable.

All questions must be addressed electronically to Pamela Phillips at <u>phphillips@spart7.org</u> and must be received by February 13, 2019, before 10:00 AM. Questions submitted after this date and time will not receive a response. Responses to questions will be posted by February 14, 2019.

# I. SCOPE OF THE SOLICITATION

Spartanburg School District Seven (SCSD7) invites responsible firms to submit a sealed proposal to provide security services for the new Spartanburg High School Campus in accordance with the requirements of this solicitation on an annual contract with four (4) renewal options.

#### **Background Information**

The safety and security of Spartanburg School District Seven's students, staff, and its facilities are of the utmost importance to, and is a primary objective of, the District. The District issues this RFP to solicit Proposals for a qualified security contractor to provide security guards and security services to facilitate and achieve the district's objective. The Spartanburg High School Campus is comprised of approximately 2,000 students and 200 staff members.

# **II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS**

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.

Spartanburg County School District Seven's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

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.

*Addenda:* Addenda shall be issued prior to the bid submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections.

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

All costs associated with these criminal background checks are the responsibility of the contractor. The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

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

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

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

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

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

**Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in 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 page of the proposal they consider to contain proprietary information.

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

*Correction of Errors on the Proposal Form*: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

**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.

*Subcontracting:* If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith.

The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the proposal. The subcontractor's qualifications to perform along with three references must be submitted.

**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.

*Withdrawal of Proposal Response:* A proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the proposal responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

*District or School 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 that location gives permission.

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

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

*Non-Appropriations:* Any contract entered into by the District or its departments, employees or agents resulting from this Request for 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.

**Right to Protest:** Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Note: Does not apply to small purchases (less than \$50,000. in actual or potential value).

#### **III. SCOPE OF WORK/SPECIFICATIONS**

Spartanburg School District Seven will accept proposals to provide security services for the new Spartanburg High School Campus in accordance with the requirements of this solicitation and applicable regulations and statutes. The new Spartanburg High School is located at: 2250 East Main Street, Spartanburg, SC 29307.

The following are specifications required:

#### TENTATIVE SCHEDULE Exact Schedule must be satisfactory for the District

		Monday - Frida	Weekend	
	6:00am –	2:00pm-	10:00pm-	
<u>Site</u>	2:30pm	10:30pm	6:30am	24 hr
SHS	1	1	1	1

- 1. The successful Offeror shall furnish security 24 hours per day, 365 days per year. The exact schedule must be satisfactory for Spartanburg School District Seven.
- 2. A vehicle must be provided by the successful offeror for use by the security guard while performing the duties required under this contract. This vehicle must be a recent model, clearly marked as a security vehicle, in good condition. The district reserves the right to determine if the vehicle is in satisfactory condition and if it is deemed to be unsatisfactory the successful offeror must replace the vehicle at no cost to the district.
- 3. One of the officers assigned to this security plan shall serve as a working supervisor and will work closely with the Administration at Spartanburg High School in organizing and maintaining a comprehensive security program.
- 4. Any additional security manpower needed will be furnished at the proposal rate.
- 5. The security personnel furnished shall not be armed.

- 6. All buildings on the Spartanburg High School campus are to be covered under this contract including the field houses, maintenance facility, athletic fields, tennis courts, and parking lots.
- 7. The successful Offeror shall have a certified company training officer who is recognized as such by SLED. Such officer shall be maintained through the term of this contract.
- 8. The successful Offeror must run SLED background checks on all guards working under this contract each quarter. The district reserves the right to request copies of these checks at any time during the contract. Any guard with an unsatisfactory SLED check must be removed from service on this contract immediately. Any guard that has been arrested or charged with a crime must report the offense to the Offeror. That guard will be removed from duty and the district will immediately be notified.
- 9. The successful Offeror shall provide personnel to Spartanburg High School who have a minimum of one (1) year of experience in security and/or law enforcement work. A copy of their most recent performance evaluation may be requested by the school district.
- 10. Full-time employees of the successful Offeror assigned to Spartanburg High School shall not work at any other location serviced by the successful Offeror unless agreed upon in writing by Spartanburg School District Seven.
- 11. Successful Offeror's personnel shall make no arrests or detentions without the express consent or written authorization of the Spartanburg School District Seven Administration. The successful Offeror's personnel are further prohibited from signing any complaint on behalf of Spartanburg High School.
- 12. The successful Offeror's personnel are not authorized to accept service or civil action papers on behalf of the school; its faculty, staff, or students.
- 13. Perform routine patrols in all visitor, faculty, and student parking lots at intervals to be determined and mutually agreed. Assigned officers are specifically prohibited from having vehicles which are illegally parked towed away.
- 14. Assigned officers shall be required to make foot patrols of the premises at intervals and to specific locations as prescribed by the Spartanburg District Seven staff.
- 15. Assigned officers shall be required to maintain a daily activity log in which all significant events/activities are recorded.
- 16. Assigned officers shall be required to perform other functions as assigned (and mutually agreed) and to make recommendations which continually enhance and upgrade the security posture of the school. Spartanburg School District Seven request agency selected adheres to customer service and when a non-security related action is noticed, officer might step up and acknowledge need.

- 17. All security officers assigned to Spartanburg High School shall be required to carry a current South Carolina Security Officer Registration Card and "Miranda Rights" card on his/her person at all times while on duty at Spartanburg High School.
- 18. All security officers assigned to Spartanburg High School shall be bound by a code of conduct which strictly regulates the personal appearance, conduct, attitude, and contacts with students, visitors, faculty, and staff of the school at all times.
- 19. The successful Offeror shall work closely with the administrative staff at Spartanburg School District Seven in deciding on proper uniforms. Spartanburg High School reserves the right to make the final decision and the uniforms must be furnished by the successful bidder. All uniforms, equipment, etc. shall be replaced by the successful bidder as needed at no cost to the district.
- 20. The successful Offeror shall be required to establish and maintain current formal training records on each officer assigned to this contract.
- 21. The successful Offeror shall provide all registration forms, certifications, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies required to carry out all provisions of the written agreement, exclusive of equipment or administrative supplies specifically required by the school.
- 22. The successful Offeror shall pay all registration fees, postage for administrative matters associated with the written agreement, and all training fees for employees of the successful offeror, except those specifically addressed elsewhere in the written agreement.
- 23. The successful Offeror must have an office within 50 miles of Spartanburg, SC.
- 24. The successful Offeror must be bonded.

# IV. ARRANGEMENT OF PROPOSAL

Submit one (1) original copy + disk with pricing and seven (7) copies without pricing marked "copy" of the proposal.

In order for proposals to be evaluated, the Offeror must submit as a minimum the following information.

# 1. Completed and Signed Cover Page & Page 2

# 2. Cost Estimate:

- a) Include a completed Cost Proposal Sheet located on page 16. The costs structure should include, at a minimum, what the costs will be for each of the groups listed on the Cost Proposal for the initial year of this agreement.
- b) Include a completed and signed W-9.
- c) Included completed South Carolina Illegal Immigration Reform Act, page 17
- d) Include your most current M/WBE Certification form, if applicable, page 18.

# **3. Detailed Scope of Services:**

A detailed scope of services must be included in the Proposal. Respond to requirements listed in the General Specifications Section (page 7-9) and at a minimum give a detailed response to the statements listed.

#### 4. Qualifications:

Include the professional qualifications of the anticipated staff to be available for the tasks specified in your Proposal. Provide a detailed explanation of firm's training policies and procedures.

#### 5. Experience:

- a) Background/History of your company. (Attachment "A"), page 19
- b) Level of experience and at least five (5) references for engagements with clients of equal or greater size, including experience with clients in other Public Sector and K-12 environments within South Carolina. Include contact information for all references., page 19/20.

The Proposal response 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.

# **V. QUALIFICATIONS**

#### Minimum Qualifications

- Provide information on company background; include size of firm, number of full time employees, number of years in business, and qualifications of key personnel that will be involved in providing the service.
- Provide a detailed explanation of your firm's training policies and procedures.
- All employees of the Offeror shall meet or exceed the standards of competency, proficiency, character, and integrity required by South Carolina Law and shall be registered by the South Carolina Law Enforcement Division. All security officers assigned to the Spartanburg High School Campus must have a current, valid, South Carolina Driver's License.
- As a minimum, assigned security officers must have received basic first aid training; must have been trained in closed chest heart massage and mouth-to-mouth (or mouth to nose) artificial resuscitation, and must have completed the required company training.
- Level of experience and at least five (5) references for engagements with clients of equal or greater size, including experience with clients in other Public Sector and K-12 environments within South Carolina. Include contact information for all references.

#### Minimum Requirements

- All employees must be physically capable of doing the job as specified.
- The Offeror shall meet all requirements as established by law for the operations of a private security business in the State of South Carolina and shall possess and maintain any and all permits and licenses.
- The Offeror's assigned security officers must be non-tobacco users, in good physical health and condition, and shall have no physical disability which restricts or impairs performance of all duties and responsibilities normally expected of a security and law enforcement official.
- The prescribed items of equipment for officers assigned to this contract shall be handcuffs with holder; night stick and holder; flashlight with traffic director and holder; security officer badge, individual name tag; and company identification patches on all uniforms.

- The Offeror shall maintain, throughout the performance of its obligations under this agreement the following insurance:
  - 1. Comprehensive general liability coverage (\$1,000,000 minimum.)
  - 2. Assault and battery endorsement which affirmatively states that assault and battery is covered under the policy (\$1,000,000 minimum.)
  - 3. Personal injury part (which provides coverage against false arrest, detention, imprisonment, malicious prosecution, libel, slander, wrongful entry, eviction, or other invasion of the rights to privacy.)
  - 4. Broad form property damage endorsement (which provides coverage for property in the care, custody, or control of the named insured.)
  - 5. Errors and omissions endorsements (which provides coverage for all errors and omissions for which the names insured is held legally liable.)
  - 6. Statutory workman's compensation coverage.
  - 7. Auto non-ownership and hired car coverage (which provides protection in the event that an employee of the named insured is involved in an accident in a vehicle which is not owned by the named insured).
  - 8. Third party fidelity bond coverage (\$100,000 minimum.)

# Evidence of coverage must be presented within ten (10) days after being notified of being the successful bidder.

#### VI. AWARD 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 Offeror concerning its availability to perform fully the contract requirements and the integrity and reliability of the Offeror will be reviewed. The submission of a proposal for review does not necessarily qualify the Offeror 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.

The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified Offerors 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.

An award resulting from this solicitation will be for one (1) year from the date of award with the option to renew each year for each of four (4) additional one-year periods if agreed to by the successful bidder(s) and the District. The total program may be in effect for five (5) years unless terminated by the District. The initial one (1) year contract will be executed beginning July 1, 2019.

Selection will be based upon the following criteria, in order of importance. The Offeror must respond to each concern:

1.	General Qualifications/Service/Experience	50 Points
2.	Pricing	30 Points
3.	References	15 Points
4.	Vendor Information/Response	5 Points

*Grading Format* – Each of the above listed criteria will be graded individually. The point value for each criterion shall range from 0 to the total shown above, with 0 being worst. All scores will be summed to give the total score. The maximum possible total score for the RFP response is 100 points. All committee members' scores will be summed to determine the grand total for each firm.

#### RIGHT TO ACCEPT OR REJECT

The district reserves the right to accept or reject any/all proposals or any part of any proposal. This includes rejection based upon quality (in the opinion of the district) from references, delivery or any other reason.

# VIIA - TERMS AND CONDITIONS - A. GENERAL

*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.

#### Payments:

Payment must be made to the successful contractor no later than thirty (30) days after the completion of the project.

All requests for price increases after an award must be submitted in writing with supporting documentation to the Procurement Director for review and approval. Any request for an increase in price must be submitted in writing by the Contractor not less than ninety (90) days prior to the new contract period. The District reserves the right to require supporting documentation from a disinterested third party as to increases in costs for the service(s) and/or product(s) in question. The District will determine the adequacy and acceptability of submitted documentation and request for price increases.

## VIIB - TERMS AND CONDITIONS - B. SPECIAL

*Governing Laws:* All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

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

**Illegal Immigration:** The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act. (Compliance Agreement attachment, p. 17)

*Licenses & Permits:* The successful offeror(s) shall have and maintain any/all necessary licenses, permits, etc. necessary to conduct business in South Carolina.

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

*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 Offeror.

Termination for Convenience: In the event that this contract is terminated or cancelled 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.

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

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

Solicitation # - RFP 18-19-6 Security Services

#### **BID RESPONSE FORM**

#### Due February 20, 2019 at 2:00 PM

In signing this Request for Proposal (RFP), the contractor agrees to furnish the services in accordance with all terms and conditions contained herein.

 TOTAL ANNUAL PROPOSED PRICE
 \$\_\_\_\_\_\_

HOURLY RATE FOR ADDITIONAL SERVICES \$\_\_\_\_\_

Company Name	
Contact Name	
Address	
Phone Number	
Fax Number	

# SPARTANBURG COUNTY SCHOOL DISTRICT 7 South Carolina Illegal Immigration Reform Act

# **Compliance Agreement**

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with Spartanburg County School District 6, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

Company Name:

Address:

Name:

Signature:

Date:

#### MINORITY PARTICIPATION - Voluntary Minority Participation

Is the bidder a South Carolina Certified Minority Business? [] Yes [] No

Is the bidder a Minority Business certified by another governmental entity? [] Yes [] No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? []Yes []No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [] Yes [] No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- [] Traditional minority
- [] Traditional minority, but female
- [] Women (Caucasian females)
- [] Hispanic minorities
- [] DOT referral (Traditional minority)
- [] DOT referral (Caucasian female)
- [] Temporary certification
- [] SBA 8 (a) certification referral
- [] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: http://www.govoepp.state.sc.us/osmba/

# Attachment "A" BUSINESS PROFILE & REFERENCES Spartanburg School District 7

Business Name		
Address		
Contact Person:	Phone:	
Fax Number:	E-Mail Address:	
Workers' Compensation on all employ	ees? Yes ( ) No ( )	
Year Business established:	_ Annual Sales (optional):	_
Number of employees:	Minority Owned Business? Yes ( )	No ( )
Insurance Company Name/Address:		
Bank References:		
Bonding Company Name/Address:		

# List References Required Under This Solicitation:

School/Company Name #1 Representative Name	
City & State	
Phone	
E-mail	
Project	
-	
School/Company Name #2	
Representative Name	
City & State	
Phone	
E-mail	
Project	

School/Company Name #3	
Representative Name	
City & State	
Phone	
E-mail	
Project	
School/Company Name #4	
Representative Name	
City & State	
Phone	
E-mail	
Project	
School/Company Name #5	
Representative Name	
City & State	
Phone	
E-mail	
Project	