



**Beaufort County School District**

Solicitation Number: 20-025  
 Date Printed: January 30, 2020  
 Date Issued: February 4, 2020  
 Procurement Officer: Kaylee Yinger, CPPB  
 Phone: 843-322-2349  
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**Request for Proposals (RFP)**

DESCRIPTION: **Facilities Maintenance Management Services**  
 SUBMIT OFFER BY (Opening Date & Time): **March 10, 2020 2:00 PM EST**  
 QUESTIONS MUST BE RECEIVED BY: **March 3, 2020**  
 NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies**  
**Two (2) CD versions - One (1) Redacted**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
 Beaufort County School District  
 Procurement Office  
 P.O. Drawer 309  
 Beaufort, SC 29901-0309

PHYSICAL ADDRESS:  
 Beaufort County School District  
 Procurement Office  
 2900 Mink Point Blvd  
 Beaufort, SC 29902

CONFERENCE TYPE: <b>Mandatory Pre-Proposal</b>	LOCATION: <b>District Office</b>
<b>Conference / Site Visits</b>	<b>2900 Mink Point Blvd</b>
DATE & TIME: <b>Wednesday, February 26, 2020 @ 9:00 AM</b>	<b>Beaufort, SC 29902</b>
<b>Thursday, February 27, 2020 @ 9:00 AM</b>	

AWARDS & AMENDMENTS:  
 Award will be posted at the Physical Address stated above on or after March 10, 2020. The award, this solicitation, and any amendments will be posted at the following web address: <http://beaufortschools.net>.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: \_\_\_\_\_ (Full legal name of business submitting the offer) ENTITY TYPE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

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.

**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):
<b>PHONE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent):      <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	<b>ORDER ADDRESS</b> (Address to which all purchase orders will be sent):      <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)
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<b>ACKNOWLEDGEMENT OF AMENDMENTS:</b>	<u>Amendment Number</u>	<u>Amendment Issue Date</u>
<p>Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.</p>		

<b>MINORITY PARTICIPATION-</b> Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please include a copy of your certification.
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## TABLE OF CONTENTS

<b>1.0</b>	<b>SCOPE OF SOLICITATION:</b>	<b>Page 4</b>
<b>2.0</b>	<b>INSTRUCTIONS TO OFFERORS:</b>	<b>Page 5</b>
	<b>2.0 GENERAL:</b>	
	<b>2.1 SPECIAL:</b>	
<b>3.0</b>	<b>SCOPE OF WORK/SPECIFICATIONS:</b>	<b>Page 19</b>
<b>4.0</b>	<b>INFORMATION FOR OFFERORS TO SUBMIT:</b>	<b>Page 26</b>
<b>5.0</b>	<b>QUALIFICATIONS:</b>	<b>Page 30</b>
<b>6.0</b>	<b>AWARD CRITERIA:</b>	<b>Page 34</b>
<b>7.0</b>	<b>TERMS AND CONDITIONS:</b>	<b>Page 36</b>
	<b>7.1 GENERAL:</b>	
	<b>7.2 SPECIAL:</b>	
<b>8.0</b>	<b>BIDDING SCHEDULE</b>	<b>Page 57</b>
<b>9.0</b>	<b>ATTACHMENTS TO SOLICITATION:</b>	<b>Page 58</b>
	<b>EXHIBITS</b>	<b>Page 62</b>

## 1.0 SCOPE OF SOLICITATION:

### 1.0.1 ACQUIRE SERVICES:

Beaufort County School District (hereinafter, “the District” and “BCSD”) invites all qualified firms to provide all services and/or supplies for **Facilities Maintenance Management Services**, complying with the enclosed description and/or specifications and conditions for the Beaufort County School District.

Beaufort County School District is located in the heart of the South Carolina Low Country. It is a land rich in natural beauty, history and resources and an area of economic contrast and cultural diversity. The District is a public-school district which serves approximately 22,000 students and approximately 2,300 full time employees; currently comprised of twenty-one elementary/early childhood centers, two PK-8 Academies, six middle and six high schools, one Alternative Program, one vocational school, and an Administrative Office.

### 1.0.2 RFP – TWO (2) PART PROCESS

**This RFP is a two-part process:** a technical proposal and a cost proposal. As described below, the two parts are to be submitted at the same time, but in separate envelopes. The technical proposals will be evaluated first. During the technical evaluation, the evaluation committee members shall consider and score the responsibility of the proposer based on the information requested by the District and provided by the proposer, including, but not limited to credentials and experience of the proposer and the key staff who will administer the services and other such information. A technical proposal must receive at least 80 points of a possible 100 points to be considered minimally qualified. Any proposer deemed non-responsive or unqualified, as a result of these evaluations, will be eliminated from further consideration. His/her cost proposal will be returned unopened. Any proposer deemed qualified and responsive, as a result of the technical evaluations, will then have his/her cost proposal opened and evaluated. Interviews and clarifications may be used to assure understanding of proposals and to obtain necessary information for evaluation purposes. Ultimately, the most advantageous offer from among the qualified Offerors will be recommended for consideration of an award of one contract. The final determination on whether to award a contract resides with the Beaufort County School District Board of Education.

Each proposal set (technical and cost) shall be complete and submitted in the format requested in the following section, in order to facilitate timely evaluation of all of the proposals. Each proposer shall submit one (1) original set and five (5) copy sets. The submittal shall include two (2) electronic copies of the proposal, one of which is to be a redacted version. Each set includes both the technical and cost proposal. Each proposal set shall contain a bound technical proposal and a cost proposal sealed in an envelope or container, and clearly marked” Cost Proposal” on the outside of the envelope.

**The Technical Proposal:** (100 points) Each technical proposal shall be formatted as outlined in Section 2.0 (Instructions to Offerors). This format is utilized to speed the deliberations of the evaluation committee. Thus, the proposal should include only the information and materials requested, in clearly marked, separated sections. Do not include extra marketing and/or

advertising materials. Failure to comply with these conditions shall be cause for rejection of the proposal. However, the BCSD reserves the right to waive minor inconsistencies in the proposal format.

**The Cost Proposal:** (50 Points) The proposer shall submit its costs on an hourly/monthly/yearly basis, as shown on Exhibit 6 (Cost Proposal). Any proposed discounts should not be reflected in this pricing. Discounts should be shown separately. By submission of their proposal, each proposer shall agree to hold the prices shown in the proposal for at least ninety (90) days after the submission deadline. The successful proposer shall guarantee the proposed pricing, unconditionally, for the duration of the contract. Any other effort to change prices, before the contract period has expired, shall be considered a default of the contract provisions. If such a default occurs, it shall be in the sole discretion of the District to terminate the contract.

### 1.0.3 MAXIMUM CONTRACT PERIOD (ESTIMATED):

July 1, 2020 through June 30, 2025  
(Extensions beyond this contract period must be approved by the BCSD Superintendent)

### 1.0.4 SITE VISITS

Site visits have been scheduled for Wednesday, February 26 at 9 and Thursday, February 27 at 9 from the District Office at 2900 Mink Point Blvd., Beaufort, SC. **Attendance at the site visits is mandatory.** Transportation will be provided for all. There will be **no** principal interviews, no contact with the principals or any other administrative staff except as may occur during the site visits. Any violations of this procedure will result in loss of points under the “Responsiveness” criteria for the Technical Proposal. All communications are to be with the BCSD personnel directly involved with the site visits. This will be the only scheduled site visit. Please be prompt for boarding the transportation at the assigned departure time.

## 2.0 INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

### 2.0.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015):

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT – EVEN IF NOT CAPITALIZED. THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT – means a document issued to supplement the original solicitation document.

BCSD – means the Beaufort County School District

BOARD – means the elected Board of Education of the Beaufort County School District

BUYER – means the Procurement Officer

CHANGE ORDER- means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

**CONTRACT MODIFICATION-** means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

**CONTRACTOR-** means the Offeror receiving an award as a result of this solicitation.

**COVER PAGE-** means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

**LOWEST CORRESPONDING PRICE (LCP) –** means the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-Rate applicant for similar services. See 47 CFR § 54.500(f).

**OFFER-** means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer”.

**OFFEROR-** means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provision entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”

**ORDERING ENTITY-** Using Governmental Unit that has submitted a Purchase Order.

**PAGE TWO-** means the second page of the original solicitation, which is labeled Page Two.

**PROCUREMENT OFFICER-** means the person or his successor, identified as such on Cover Page.

**YOU and YOUR-** mean Offeror.

**SOLICITATION -**means of this document, including all its parts, attachments, and any Amendments.

**SUBCONTRACTOR-** means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

**USING GOVERNMENTAL UNIT –** means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

**WORK -** means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

## 2.0.2 AMENDMENTS TO SOLICITATION (JAN 2004):

- a) This solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:  
<http://beaufortschools.net>.
- b) Offerors shall acknowledge receipt of any amendment to this solicitation
  - 1) by signing and returning the amendment,
  - 2) by identifying the amendment number and date in the space provided for this purpose on Page Two,

- 3) by letter, or
  - 4) by submitting a bid that indicates in some way that the bidder received the amendment.
- c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

2.0.3 AUTHORIZED AGENT (FEB 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer.

2.0.4 AWARD NOTIFICATION (FEB 2015):

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars 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.

2.0.5 BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):

By submitting Your Bid or Proposal, You are offering to enter into a contract with the BCSD. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror in this solicitation. An Offer may be submitted by only one legal entity, "joint bids" are not allowed.

2.0.6 BID ACCEPTANCE PERIOD (JAN 2004):

In order to withdraw Your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

2.0.7 BID IN ENGLISH & DOLLARS (JAN 2004):

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

2.0.8 BOARD AS PROCUREMENT AGENT (FEB 2015):

The Procurement Officer is an employee of the Board acting on behalf of the District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

2.0.9 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

- a) By submitting an offer, the offeror certifies that –
- 1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
    - (i) Those prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - 2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
  - 2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];  
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and  
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraph(s) (a)(1) through (a)(3) of this certification.



- c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.0.10 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

- a) By submitting on Offer, Offeror certifies, to the best of its knowledge and belief, that-
  - 1) Offeror and/or any of its Principals-
    - i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - ii) Have not, within a three-year period preceding this offer, 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 offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.
  - 2) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- c) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) If Offeror is unable to certify the representations stated in paragraphs a) 1) and 2), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure for the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a) of this

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings

- f) The certification in paragraph a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the BCSD, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### 2.0.11 CODE OF LAWS AVAILABLE:

The Beaufort County School District Procurement Code is available at [http:// beaufortschools.net](http://beaufortschools.net) . The South Carolina Regulations are available at <http://www.scstatehouse.net/coderegs/statmast.htm>.

#### 2.0.12 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are:

- a) Preventing the existence of conflicting roles that might bias a contractor's judgment, and
- b) Preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

#### 2.0.13 DEADLINE FOR SUBMISSION:

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing mail room at 2900 Mink Point Blvd, which services that purchasing office prior to the bid opening (R.19-445.2070(H)).

#### 2.0.14 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

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.

#### 2.0.15 DUTY TO INQUIRE (FEB 2015):

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to BCSD's attention.

#### 2.0.16 ETHICS CERTIFICATE (MAY 2008):

By submitting an Offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention:

- a) Section 8-13-700, regarding use of official position for financial gain;
- b) Section 8-13-705, regarding gifts to influence action of public official;
- c) Section 8-13-720, regarding offering money for advice or assistance of public official;
- d) Sections 8-13-755 and 8-13-760, regarding restriction on employment by former public official;
- e) Section 8-13-755, prohibiting public official with economic interest from acting on contracts;
- f) Section 8-13-790, regarding recovery of kickbacks;
- g) Section 8-13-1150, regarding statements to be filed by consultants; and
- h) Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

#### 2.0.17 OMIT TAXES FROM PRICE (JAN 2004):

Do **not** include any sales or use taxes in your price that BCSD may be required to pay.

#### 2.0.18 PROTESTS (JUNE 2006):

Any prospective Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate chief procurement officer within the time provided.

#### 2.0.19 PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

- a) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity**, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the procurement Officer.
- b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. **You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.**

#### 2.0.20 PUBLIC OPENING (JAN 2004):

Offers will be publicly opened at the date/time and at the location identified on the cover page, or last Amendment, whichever is applicable.

#### 2.0.21 QUESTIONS FROM OFFERORS (FEB 2015):

- a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**

- b) The BCSD seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

#### 2.0.22 REJECTION/CANCELLATION:

The BCSD may cancel this solicitation in whole or in part. The BCSD may reject any or all proposals in whole or in part. A minimum of three bids is desired. If less than three bids are received, BCSD will make a determination.

#### 2.0.23 RESPONSIVENESS / IMPROPER OFFERS (JUN 2015):

- a) Bid as Specified: Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- b) Multiple Offers: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate Offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple Offers may be submitted as one document, provided that you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer, if applicable.
- c) Responsiveness: Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the BCSD cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- d) Price Reasonableness: Any Offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- e) Unbalanced Bidding: The BCSD may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the BCSD even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provision of the solicitation

#### 2.0.24 SIGNING YOUR OFFER:

Every Offer must be signed by an individual with actual authority to bind the Offeror.

- a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
- b) If the Offeror is a partnership, the Offer must be submitted in the partnership name followed by the words "by its Partner", and signed by a general partner.
- c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
- d) An Offer may be submitted by a Joint Venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a Joint Venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the Joint Venture in the manner prescribed in paragraphs a) through c) above for each type of participant.
- e) If an Offer is signed by an Agent, other than as stated in subparagraphs a) through d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the Agent's authorization to bind the principal.

#### 2.0.25 BCSD OFFICE CLOSINGS:

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the BCSD office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If BCSD offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

#### 2.0.26 SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)):

- a) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either
  - 1) a trade secret as defined in Section 30-4-40(a)(1) or
  - 2) privileged and confidential, as that phrase is used in Section 11-35-410.

- b) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
- c) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.
- d) All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (Bid, Proposal, Quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the BCSD may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page.
- e) By submitting a response to this solicitation or request, Offeror:
  - 1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
  - 2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
  - 3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
- f) In determining whether to release documents, the BCSD will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "confidential" or "trade secret" or "PROTECTED".
- g) By submitting a response, Offeror agrees to defend, indemnify and hold harmless the BCSD, its officers, and its employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

#### 2.0.27 SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015):

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the following instructions:

- a) 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. Do not modify the solicitation document itself (including bid schedule).
- b)
  - 1) All copies of the Offer or, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package.
  - 2) Submit your offer or modification to the address on the Cover Page.
  - 3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder.  
If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the fact thereof.
- c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.
- d) Submit the number of copies indicated on the Cover Page.
- e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**2.0.28 WITHDRAWAL OR CORRECTION OF OFFER:**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

**2.1 SPECIAL INSTRUCTIONS**

**2.1.1 BACKGROUND CHECKS:**

Any and all persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on BCSD property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on BCSD property. The contractor/vendor is solely responsible for any and all fees and/or charges associated with completion of the background check(s) required herein. The BCSD reserves the right to deny access to any employee, contractor or person caused to be present on BCSD



property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

You may obtain a background check directly through the vendor the District uses for employee and volunteer screening. The cost is \$19.95.

<http://beaufortschools.net/cms/One.aspx?portalId=170925&pageId=302144>

For more information, please visit the website using the URL above.

#### 2.1.2 BID BOND (JAN 2006):

Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the Beaufort County School District.

#### 2.1.3 BOARD APPROVAL REQUIRED (JAN 2006):

Any award is subject to prior approval by the BCSD Board.

#### 2.1.4 CLARIFICATION (NOV 2007):

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of this solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

#### 2.1.5 CONTENTS OF OFFER (RFP) – (FEB 2015):

- a) Offers should be complete and carefully worded and should convey all of the information requested.
- b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

#### 2.1.6 MAGNETIC MEDIA -- REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, USB drive. Submit the number of copies indicated on the cover page. Your technical/business and cost proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether contents address technical proposal or business proposal. If multiple disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each electronic copy must be identical to the original hard copy. File format shall be compatible with Microsoft Office (Version 2010 or later) or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

#### 2.1.7 MAIL PICK-UP:

The District picks up mail from the USPS Drawer 309 once daily around 8:30 a.m. excluding weekend and holidays. (See deadline for submission of offer Page 1) Please note that it is the vendor's responsibility to be sure their proposal arrives at the Procurement Department – District Office at the specified date and time.

#### 2.1.8 OPENING PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015):

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening.

#### 2.1.9 PRICE AS DISCOUNT (JAN 2006):

Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described.

#### 2.1.10 PROTEST – CPO:

Any protest must be addressed to the Chief Procurement Officer, Procurement Office, and submitted in writing

- a) by email to: [kaylee.yinger@beaufort.k12.sc.us](mailto:kaylee.yinger@beaufort.k12.sc.us)
- b) by facsimile at 843-322-0748
- c) by post or delivery to: P.O. Drawer 309, Beaufort, SC 29901-0309 OR  
2900 Mink Point Boulevard, Beaufort, SC 29902

### **3.0 SCOPE OF WORK/SPECIFICATIONS**

#### **3.0.1 PERFORMANCE LOCATION:**

After award, all deliveries shall be provided to the locations specified by this Solicitation.

#### **3.0.2 GENERAL INFORMATION:**

The Contractor shall provide all personnel, supervision, management transportation and personal use safety equipment required to perform the facilities and equipment maintenance and support services required by this Scope of Work (“SOW”). Office space, warehouse space, non-management transportation, equipment, and maintenance supplies required to perform services will be furnished by the District as set forth in the SOW. The Contractor shall be fully responsible for the operation, repairs, scheduled preventive maintenance and equipment certifications necessary to effectively operate and maintain all building equipment and systems as listed in this contract. Equipment, parts and tools are to be provided by the BCSD. Contractor is responsible for overseeing the pricing, purchasing, operation, inventory, and maintenance required as part of the use of BCSD owned equipment, parts, and tools.

#### **3.0.3 DUTIES**

The performance of this contract will include, but not be limited to the following maintenance duties:

- a) Predictive and preventive maintenance on each piece of electro/mechanical equipment owned by the District
- b) Corrective maintenance on equipment, building structure, building systems and site facilities (detached structures, sidewalks, etc.) as needed
- c) Provide the services to manage the work at all locations.
- d) On-going minor construction activities.
- e) Assist in project planning, proposal development activities, and cost estimating of all work as requested by the District for outsourcing work.
- f) Performance of casualty prevention measures and activities
- g) Maintenance of a fully computerized maintenance management system (CMMS). The District currently uses School Dude as a CMMS. The CMMS of the Contractor should integrate or have the ability to exchange information with School Dude.
- h) Establishing and/or maintaining a work order system that will be used in requesting maintenance work and will serve as a means of instruction of work to be done. The system must record the cost and completion date of each work order, as well as be used to determine replacement needs for equipment or building systems.
- i) Maintenance and management of current low voltage systems (e.g. CCTV, intrusion system, fire protection, etc.)
  1. Building automation systems (Automated Logic Corporation)
  2. Fire Alarm System (Simplex/Notifier)
  3. Access Control (Lenel)
  4. CCTV

## 5. Security Alarm (Sonitrol)

- j) Maintenance of an inventory system for supplies and parts
- k) Maintain compliance with all local, state and federal requirements and applicable industry standards.
- l) Pursue continued improvement in the appearance and condition of all buildings. The overall goal is to develop a program that will create and maintain a better learning environment for students in order to effectively support education.
- m) Determine and implement appropriate level of staffing for building maintenance operations. All employees currently on the District's payroll are to remain on the District's payroll until separation. However, district employees shall have the option to accept employment with the vendor. All new hires are to be on vendor's payroll.
- n) Minimum staffing levels must be maintained in accordance with recommended level 3 by March 2019 APPA's Operational Guidelines for Education Facilities.
- o) Foster a system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth.
- p) Enhance personnel development through a program of motivation, in-service education and training.
- q) Pursue continued improvement of departmental performance through the utilization of specialized tools, equipment, technologies and processes.
- r) Sustain the existing systems approach and quality assurance program to maintain and preserve desired level of service.
- s) Manage maintenance services in the most cost-effective manner.
- t) Continue a balanced preventive maintenance, corrective maintenance and capital preservation program.
- u) Support BCSD's energy management program, consistent with SC mandated energy reduction program, resulting in substantial and sustainable energy savings from year to year for the District.
- v) In cooperation with the Facilities Planning and Construction Department, assist with the development and maintaining of a comprehensive capitalization plan for facilities equipment and lifecycle replacement plan.
- w) Provide excellent customer service to Maintenance Department's customers
- x) Maintain facilities in compliance with Americans with Disabilities Act (ADA).
- y) Assist the Facilities Planning and Construction Department in maintaining an electronic archive of equipment, warranty and maintenance records for all major equipment.
- z) Provide consultation and technical advice in preparation of specifications for procurement of parts, supplies and services incidental to operations as requested. Recommend vendors as necessary.
- aa) Provide consultative and technical advice regarding the receipt, inspection, storage, safeguarding, and issuing of materials or items purchased.

### 3.1 DISTRICT FURNISHED PROPERTY

- 3.1.1 General The premises and equipment provided by the District for use in the Maintenance services operation will be in good condition and maintained by the Contractor to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health in accordance with OSHA regulations.

3.1.2 Facilities There are three maintenance buildings that will be provided. The main maintenance building is located at 2950 Mink Point Blvd, Beaufort, the maintenance warehouse building located at 2950 Mink Point Blvd, Beaufort, and an auxiliary maintenance building is located at 2 Bridge Street, Bluffton. These buildings will be assigned to the contractor for use.

- a) Portions of the maintenance warehouse and 2 Bridge Street building are being used by others. Contractor shall be capable of maintaining these joint use facilities.
- b) All existing equipment and vehicles will be assigned to the contractor. This facility shall be for the exclusive use of the Contractor to perform work associated with this contract. The Contractor shall maintain and repair such facility and equipment to ensure that they remain in proper and reliable operating condition. The District will provide the existing office furnishings, minor hand tools, and shop fixtures currently in use by the Maintenance employees. During execution of the work, the Contractor shall protect District property from damage. The Contractor shall repair any damage to District property resulting from work performed under this contract at no cost to the District. The Contractor shall repair damage to District property resulting from operational errors or failure to maintain, repair, or inspect equipment as required under this contract at no cost to the District. The total or partial breakdown or failure of the District-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all District-owned equipment shall be returned to the District in the same condition as received, except for normal wear and tear. Equipment, which has become worn out due to normal wear and tear, also shall be returned to the District. The Contractor shall be responsible for the cost of any repairs or replacements caused by negligence or abuse by the Contractor or Contractor's employees.

3.1.3 Supplies. The District will make available for the Contractor's use (on a co-use share with the District basis), all hand tools, dollies, carts, hand trucks, and all supplies such as paints, sandpaper, caulks, nuts, bolts, screws, tape, adhesive and repair and replacement parts. Requests for additional tools and or supplies may be provided at the District's expense following a purchase approval via requisition requests entered into the District's MUNIS database for Contract Manager and the Purchasing Agent's approval.

3.1.4 Authorized Use and Access to Spaces. The Contractor shall prohibit the use of District-issued keys by any person other than authorized Contractor employees. The Contractor shall not permit entrance to locked areas of any person other than Contractor personnel engaged in the performance of work in those areas, or personnel assigned to the activity where the Contractor is performing work.

3.1.5 Technical Publication. The Contractor shall update and maintain the technical publications, obtain and insert any changes or updates issued by the manufactures, add technical publications for any newly installed or replaced equipment, and shall return all technical publications (with changes, updates and added publications) to the District 30 days prior to contract completion.

- 3.1.6 Equipment/Material Inventory. The on-hand equipment and materials that belong to the District will be made available to the Contractor. The Contractor and the Contract Manager or his designee shall conduct a joint inventory before commencing work under this contract to verify the exact amount of the District furnished materials. The Contractor shall then certify the findings of this inventory and assume accounting responsibility for all equipment and materials inventoried. Upon completion or termination of this contract, a second joint inventory shall be conducted to ensure all District furnished equipment and materials are accounted for. The Contractor shall be held liable for any missing equipment/materials listed in the initial inventory. If the District acquires any new equipment during the performance period of this contract, the Contractor shall update the Inventory and provide a copy to the Contract Manager.
- 3.1.7 Computers. Computer workstations with network connections will be made available to the Contractor for use in the performance of this contract. Regardless of the serviceability of the abovementioned District -furnished equipment, the Contractor shall remain fully responsible for accomplishing all work requirements identified in this contract. The Contractor is responsible to furnish all additional equipment as may be required in order to accomplish all contract requirements.
- 3.1.8 Vehicles and Vehicle Maintenance. District will provide vehicles on an as needed basis for the non-managerial staff of the Contractor. Any vehicle purchases will be at the discretion of the District. Contractor will ensure proper maintenance of District provided vehicles. Fuel and service will be provided for District-owned vehicles. Vehicles shall be not used for personal travel and must remain on premises after normal work hours unless approved by Contract Manager or designee.
- 3.1.9 Communication Equipment District will provide phones, cell phones and email accounts to all managerial level employees. Cell phone and email accounts will also be provided to select trades pre-approved by the Owner.
- 3.1.10 Budgeting. Assist with the preparation of necessary budgets, the analysis and explanation of variances of actual expenditures as compared with budget and the provision of financial and statistical data as requested. Monitor budget in order to remain in compliance with approved budget.

## **3.2 DISTRICT PROVIDED SERVICES**

The District will provide the following services to the Contractor.

- 3.2.1 Utilities The utilities for District furnished facilities will be provided at no cost to the Contractor. Utilities are limited to electricity, water, heat, air conditioning, local telephone service with access to the local area network, and Internet connectivity. Telephones, Internet access, and Internet connectivity are for official use only. All applicable Contractor employees will sign a District Acceptable Use Policy upon employment with the Contractor.
- 3.2.2 Dumpster Removal

- a) The District will provide general trash removal services. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of petroleum products, paper, or greases on rags. These wastes can be disposed of in the general trash dumpsters. In case of bulk trash such as construction debris, the Contractor shall notify the waste management contractor for proper disposal.
- b) The Contractor shall be responsible for arranging to have the facility dumpsters and recycling containers emptied via the waste removal contract currently in place with the District. The contractor shall be responsible for managing the waste removal contract; including:
  1. Ensure that disposals are occurring as reported.
  2. Making suggestions on ways to reduce waste removal volume, number of disposals, and/or tipping fees.
  3. Monitoring sanitation around waste removal areas for signs of unwanted pests and rodents. Contractor shall make changes as needed in the waste removal area to limit pests and rodents.

### **3.3 CONTRACTOR PROVIDER FURNISHED ITEMS**

The Contractor shall furnish the following:

- 3.3.1 Vehicles and Vehicle Maintenance. Contractor shall provide vehicles for all management staff. Maintenance and fuel for such will be at the sole cost of the Contractor. Management staff will include: Director, Assistant Director, Managers, Supervisors and any other exempt employees hired by the Contractor.
- 3.3.2 Drawings. Any and all drawings and/or schematics developed by the Contractor for any of the equipment, systems, or subsystems covered by the contract shall become the property of the District and shall be supplied to the Contract Manager upon completion. In addition, the Contractor shall update (“red line”) current District facility drawings to reflect any changes resulting from repair work.
- 3.3.3 Personal Protective Equipment. The Contractor shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.
- 3.3.4 Uniforms. The Contractor shall furnish the required uniforms with the Contractors’ name permanently attached to the shirt. All Contractor personnel performing under the contract shall wear the approved uniforms at all times while on duty. Additionally, these uniforms shall be worn in a manner that they present a neat and orderly appearance at the beginning of each workday. Uniform types shall be presented to the Owner and approved by the Owner prior to beginning contract.

### **3.4 EMERGENCY OPERATIONS**

- 3.4.1 The Contractor shall be required to operate the facilities covered by this contract during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, and the like. The Contractor and staff shall become thoroughly familiar with the occupancy emergency plans at each site. Participation in emergency plans shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The Contractor shall be responsible to support the emergency plans by performing specific actions as required by the District.
- a) Assist in the collection of available documentary evidence of structural safety and building safety compliance (such as Statement of Construction and Fire Protection) as needed for accreditation requirements.
  - b) Maintain on file documents and certification of compliance with the requirements of applicable local, federal and fire marshal laws and regulations.
  - c) Make recommendations to administration to facilitate compliance with applicable building codes, fire prevention codes, state and/or federal occupational health and safety codes, and life safety codes.
  - d) Maintain good safety practices within the Maintenance Department and keep equipment, spaces and shops in clean and orderly condition.
  - e) As requested, assist in preparation of an external and internal emergency management plan and a disaster recovery plan.
  - f) Maintain maintenance areas (mechanical rooms, etc.) to ensure safe and orderly working conditions.

### **3.5 ENVIRONMENTAL HEALTH AND SAFETY**

- 3.5.1 Vehicle and Traffic Safety Contractor's employees who lease or own private vehicles to drive on duty shall comply with licensing laws and regulations and adhere to insurance requirements as required by the State of South Carolina. Contractor's vehicles or employee personal vehicles are the responsibility of the Contractor and driver. The District shall not be held liable for any damage.
- 3.5.2 Accident Reports On-the-job accidents, involving Contractor employees or vehicles shall be reported to the District immediately. A Contractor written report shall be provided within 2 days of the accident to the Contract Manager.
- 3.5.3 Medical In case of an on-the-job injury, obtaining medical assistance shall be the Contractor's responsibility. The District will not furnish medical services except as may be needed to temporarily ease pain and suffering in extreme cases of on-the-job injury pending arrival of Contractor-arranged evacuation. The District will not be liable for services performed. The Contractor shall conduct the following training for Contractor personnel at the frequency indicated. Documentation of required training shall be made available to the District upon request.
- 3.5.4 Occupational Health and Safety Agency (OSHA) Program All work shall be conducted in a safe manner in accordance with OSHA current laws and regulations. The Contractor employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to train and provide employees with PPE and to replace worn or defective equipment as required by federal and state OSHA standards.



- 3.5.5 OSHA Inspections. The Contractor's workspace may be inspected periodically by District personnel and/or federal or state inspectors for OSHA violations. Abatement of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance by escorting and cooperating with federal or state OSHA inspectors if a complaint is filed. The Contractor shall pay any fines levied on the Contractor by federal or state OSHA Offices.
- 3.5.6 Hazardous Waste Management. The Contractor shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific state regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCBs (primarily in light ballasts); oil, batteries, lead and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury and alkaline batteries; and fluorescent light bulbs.
- 3.5.7 Less-than-30-Day Accumulation Site. The Contractor shall not store hazardous waste on site any longer than 30 days. Hazardous wastes generated by the performance of this contract shall accumulate in limited quantity at the site for up to 30 days until the waste can be picked up by a contractor qualified to dispose of hazardous waste. The Contractor shall designate a site manager who shall inspect the accumulation site, at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.
- 3.5.8 Hazardous Waste Disposal. Waste that is generated by the Contractor in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable local, state, and federal laws. This waste shall be disposed at the District's expense and all such waste must be treated as District property due to assignment of liabilities placed through applicable laws and regulations. Documentation showing the date, commercial firm performing the disposal and method of disposal shall be maintained a minimum of five (5) years and made available to the District upon request.
- 3.5.9 Spill Reporting. The Contractor shall notify the Contract Manager and Risk Manager immediately when any amount of hazardous material or waste is released to the environment or if a spill occurs.
- 3.5.10 Environmental Inspections. The Contractor's workspace may be periodically inspected by federal or state environmental inspectors from EPA. Abatement of violations shall be the responsibility of the Contractor or the District as determined by the Contract Manager based on documentation and evidence presented by both parties. The Contractor shall provide assistance to the District personnel escort and the federal or state inspectors if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by federal or state offices that are due to environmental protection violations and without reimbursement from the District. The Contractor may be held personally liable for any violations in this area.

### **3.6 QUALITY CONTROL**

Provide the following quality/performance reviews:

- 3.6.1 Conduct monthly facility inspections at each location.

- 3.6.2 Participate in random inspections with a representative from the District.
- 3.6.3 Maintain records of work accomplished in the Department. These will be maintained for review by the District upon request.
- 3.6.4 The District shall retain complete and final jurisdiction in all determinations of the quality of services provided by the Contractor.
- 3.6.5 Prepare a quarterly report of accomplishments. Review quarterly work with District staff. If quarterly work is unsatisfactory to District staff, Contractor shall be placed on Corrective Action Notice. Contractor shall develop Corrective Action Plan to be reviewed at upcoming quarterly meeting. If Plan and Work is still unsatisfactory, District may proceed to terminate the contract as detailed in section 6.2.17, Termination for Convenience.
- 3.6.6 The Contractor shall submit data, reports, schedules, plans, and/or action as applicable. In addition, the Contractor shall submit a Monthly Report that includes the data as shown following by the 5th workday of the following month. Failure to provide any required report may result in the monthly payments being delayed until the District receives such reports.
- 3.6.7 The Monthly Report shall include:
  - a) Current staffing and any changes
  - b) Labor productivity
  - c) Energy management data
  - d) Work performed (e.g. number of work orders completed, number outstanding, etc.)
  - e) Achievements
  - f) Training accomplished
  - g) Upcoming training
  - h) Goals for next month
  - i) Other items as requested by the District

#### **4.0 INFORMATION FOR OFFEROR TO SUBMIT:**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be

identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all goods meet the requirements of this RFP.

4.0.1 The **Proposal** shall include the information listed below, tabbed and indexed in the following sequence:

4.0.1.1 Offeror shall submit a signed Cover Page and Page Two.

4.0.1.2 Executive Summary:

A business or executive summary of the Offeror’s firm. Inclusion of historical and financial information about the firm is encouraged. Section is limited to three (3) pages, exempting financials.

4.0.1.3 Facilities Maintenance Experience:

Proposer has been providing facilities maintenance services to (please check “√” next to each appropriate type of building(s) serviced and indicate number of years’ experience for each checked service area)

- \_\_\_\_\_ K – 12 school districts for \_\_\_\_\_ years;
- \_\_\_\_\_ Publicly owned and operated facilities for \_\_\_\_\_ years;
- \_\_\_\_\_ Privately owned and operated facilities for \_\_\_\_\_ years.

4.0.1.4 Bidder Experience and Capabilities:

Comprehensive description of the firm’s experience in supplying the services required by this Request for Proposal, preferably with a school district comparable to BCSD. Five overall school district references for similar projects to include name of school district, title and **correct** phone number and e-mail address of district contact, and dates of project; with general details of the services provided.

1. Customer: \_\_\_\_\_  
\$/year \_\_\_\_\_ Contact: \_\_\_\_\_  
Consecutive Years of Service: \_\_\_\_\_  
Phone Number \_\_\_\_\_
2. Customer: \_\_\_\_\_  
\$/year \_\_\_\_\_ Contact: \_\_\_\_\_  
Consecutive Years of Service: \_\_\_\_\_  
Phone Number \_\_\_\_\_
3. Customer: \_\_\_\_\_

\$/year \_\_\_\_\_ Contact: \_\_\_\_\_  
Consecutive Years of Service: \_\_\_\_\_  
Phone Number \_\_\_\_\_

4. Customer: \_\_\_\_\_  
\$/year \_\_\_\_\_ Contact: \_\_\_\_\_  
Consecutive Years of Service: \_\_\_\_\_  
Phone Number \_\_\_\_\_

5. Customer: \_\_\_\_\_  
\$/year \_\_\_\_\_ Contact: \_\_\_\_\_  
Consecutive Years of Service: \_\_\_\_\_  
Phone Number \_\_\_\_\_

4.0.1.5 Bidder Project Manager and Project Personnel:

Resumes or business experience summary and manufacturer certifications of Project Manager, Project Staff and other parties who will provide services for the project and afterwards.

4.0.1.6 PROPOSED FACILITIES MAINTENANCE STAFF (INCLUDING SUPERVISORS):

Contractor will list the staff required to fulfill the attached specifications, including management/supervision (Exhibit 5). This list will be shown by school, by FTE. (One FTE is equal to a full time employee working or paid a normal 2080 hours annually). This staffing should also indicate the normal work hours each day. Contractor should be aware that close coordination with each school principal or head person is required in setting work hours. Facilities Maintenance employees should be able to make decisions and provide the necessary support for the employees at various locations. If any of the contractor's staff is non-English speaking, the contractor must provide all written material in the language of the employee (i.e. work schedules, directives, etc.).

The contractor will utilize the current full time District maintenance employees in providing the scope of work. There is currently one District maintenance employee employed as a carpenter The District employee will remain on the district payroll and be covered by the District's Worker's Compensation insurance while employed by the contractor. Contractor will be responsible for District employee scheduling and will conduct and submit annual reviews and performance issues information to the Chief Operations Officer (COO) or designee and to the District Human Resource Officer. The District will be responsible for necessary employment related actions. In the event a District employee is absent and the contractor must provide a replacement contractor employee, the contractor will replace the District employee at an agreed upon hourly rate. The District will deduct from the monthly invoice an agreed upon amount for each District employee utilized by the contractor. This deduction will remain in effect throughout the contract period unless the District employee is replaced (either by retirement, resignation, long-term absence, or termination of the District employee) by

contractor employees. All personnel action will be documented and placed in District personnel files.

4.0.1.7 TRANSITION PLAN:

- Submit a projected Transition Plan for implementation, if awarded the contract, to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.
  
- The proposer must submit an overview of key elements of the Transition Plan, inclusive of the following broad categories. This plan is not intended to represent a transition plan specific to the RFP, but should provide sufficient detail to highlight the depth of proposer’s understanding of the transition process.
  - a) Review of District operating procedures and policies.
  - b) A plan to incorporate fair consideration of retaining current qualified and experienced maintenance employees with comparable compensation and benefits. A breakdown of proposed employee benefits is required.
  - c) Recruitment of key staff.
  - d) Review of existing vendor contracts.
  - e) Review of existing facilities.

4.0.1.8 TRAINING PROGRAM FOR MANAGEMENT & HOURLY EMPLOYEES:

- What is the name of the training program(s) your company uses to train all employees?  
\_\_\_\_\_  
\_\_\_\_\_
  
- If the training program(s) is/are an “in house” training program(s), a copy of the program(s) must be attached to this RFP.

4.0.1.9 FACILITIES MAINTENANCE SERVICES QUALITY CONTROL:

What system does your company use to measure the quality of your facilities maintenance services? Please describe here or attach a copy of your company’s documents describing your system.

\_\_\_\_\_  
\_\_\_\_\_

Note: Attach additional pages, if needed.

- If your company uses a software quality control system, please name the system:  
\_\_\_\_\_

4.0.1.10 FACILITIES MAINTENANCE SERVICES MANAGEMENT SYSTEM:

Does your company use software to manage your maintenance services?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what software does your company use to manage your maintenance services?

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4.0.1.11 KEY CONTROL POLICY

Contractor will be required to adhere to the BCSD Key Control Policy. Individuals will be personally responsible for assigned keys. Any lost keys will require reporting and penalties as described in the BCSD Key Control Policy. Supervisor level and above shall be given master keys to the building. Any lost keys will require reporting and penalties as described in the key control policy. All non-supervisor level employees will be given interior door master keys and an access control card to enter the exterior of the building. Supervisors will be responsible for providing access to portions of the building not accessible by non-supervisory level employees when needed.

4.0.1.12 Financial Stability:

Each Offeror must provide their audited end of year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years. Financial Stability is an Evaluation Criterion and it is an essential evaluation factor.

4.0.1.13 All objections, exceptions and observations regarding the specified Services and requirements collated in a separate document with regards to specific Section to which the offeror objects, takes exception(s), or provide(s) observation

Offeror should submit all other information and documents requested in this part and in parts 2.1 - Special Instructions; 3.0 - Scope of Work; 4.0 Information for Offeror to Submit; 5.0 - Qualifications; 8.0 - Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section 9.0 - Attachments to Solicitations.

**5.0 QUALIFICATIONS:**

5.0.1 QUALIFICATIONS OF OFFEROR (MAR 2015):

- a) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider:

- (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or
  - (ii) any subcontractor you identify.
- b) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.
- c) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to “Standard Clauses & Provisions.”

#### 5.0.2 QUALIFICATIONS – SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):

- a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**
1. Contractor must presently be providing facilities maintenance services or have provided such services within the last 18 months for a K-12 school district(s) or commercial business(es) with similar specifications.
  2. Contractor shall be licensed and permitted to perform all work included in this RFP, including any special licenses and/or permits. Copies of all licenses and/or permits must be submitted with this RFP.
  3. Contractor must have staff support to provide an effective quality control program, a training program and make available technical support on a daily basis required by the District.
  4. All equipment, materials, supplies, and parts (other than those specifically excluded in writing) to perform the services described will be the responsibility of the contractor. District reserves the right to not accept substitutions.
  5. Contractor must provide evidence of a sound financial position for the past three (3) fiscal/calendar years of the proposer, such as furnishing copies of formal financial statements or statements of financial integrity from each bank of whom the proposer was a business customer on letterhead of the financial institution and signed by an officer of the institution.
  6. Contractor must have a record of at least three (3) years of a successful facilities maintenance service performance with a school district(s) or commercial business(es) similar in to the specifications.

7. The contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The contractor or sub-contractor(s) of the contractor will not employ at less than the established federal and state minimum wage. The contractor will give each employee a criminal background check. All preliminary criminal background checks must be completed prior to employment and the reports on each employee **must** be submitted to the Chief Operations Officer (COO) or designee. This check must include a South Carolina and Nationwide criminal background check to include sex offenders and aliases. The District is currently under contract with Background Investigative Bureau for this service. All costs for criminal background checks are the responsibility of the contractor. No employee who has a police record other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. The contractor shall use persons who are thoroughly trained in the necessary skills for grounds maintenance. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol or tobacco, or use of illegal drugs or possession of weapons on BCSD property. All employees shall be dressed in an appropriate manner authorized by the contractor. Each employee shall be neat and clean in appearance. Uniforms and BCSD approved identification badges shall be worn which fully identify the worker as a member of the contractor's workforce.
8. Contractor must be an established business entity, registered and licensed to do business in **Beaufort County and/or the City of Beaufort, the Town of Bluffton, the Town of Hilton Head Island, the Town of Port Royal and Jasper County** in the State of South Carolina. Contractor must submit proof of such annually.
9. The successful contractor will have adequate insurance coverage to protect interests of the contractor as well as the school district including workers' compensation coverage for employees of the contractor. The contractor must submit a certificate of insurance showing all required coverage, and resubmit annually or more often as needed to show continuous coverage. See Section 7.1.4 for required coverage.
10. It is the responsibility of the contractor to secure all equipment during and after use to prevent injury to students or any person not authorized to use such equipment.
11. Contractor shall designate, in writing, to the COO or designee, a contact person for daily operations.
12. The COO or designated representative may conduct, at any time, Quality Assurance inspections to assure contract compliance. Contractor must provide a manager to accompany the BCSD inspector.

### 5.0.3 QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):



Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked “Exceptions” and clearly detailed in proposer’s response.

- a) The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.
- b) Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.

c) FINANCIAL RESPONSIBILITY:

Banking Reference: \_\_\_\_\_  
Name of Bank Officer: \_\_\_\_\_  
Phone: \_\_\_\_\_  
How many years with this bank? \_\_\_\_\_ Years

d) INSURANCE COVERAGE:

Prior to contract commencement, the Certificate of Insurance for liability and Workers’ Compensation naming the District as Additional Insured shall be provided to the District. See Section 7.1.4 for required coverage

- e) A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.
- f) A list of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.
- g) Must have a clear understanding of industry standards and best practices.
- h) Offeror shall provide with their proposal copies of all appropriate certifications, licenses and permits, as well as evidence to support the documentation.
- i) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.
- j) Must have the capacity to acquire all bonds, escrows or insurance as outlined in the terms of this RFP.

k) List of failed projects, suspensions, debarments, and significant litigation.

l) List of at least five (5) references of similar projects for these services.

#### 5.1 SUBCONTRACTOR IDENTIFICATION:

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the BCSD may evaluate your proposed Subcontractors

### 6.0 AWARD CRITERIA:

#### 6.0.1 AWARD CRITERIA – PROPOSALS:

Award will be made to the highest ranked responsive and responsible Offerors whose offer is determined to be the most advantageous for the District.

#### 6.0.2 AWARD TO MULTIPLE OFFERORS (JAN 2006):

Award may be made to more than one Offeror.

#### 6.0.3 DISCUSSIONS AND NEGOTIATIONS (FEB 2015):

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussion, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R. 19-445.2095(1)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

#### 6.0.4 EVALUATION FACTORS – PROPOSALS:

Proposals will be evaluated by a Selection Committee based on the evaluation criteria listed in the Section below. Each proposal will be evaluated both objectively and as compared to the other responses. All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the Owner will be deemed non-responsive. The Selection Committee may consist of representatives

of the Project Team and any other persons appointed by the Owner. **Proposer should not attempt to contact members of the evaluation committee during the period of the solicitation. Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act.**

To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be disregarded.

Evaluation of proposals for the **Technical Process** (100 possible points) will be based on the following weighted criteria:

- **Contractor's Management Qualifications (30%)**

Management and staff capabilities and expertise to perform the Scope of Work requested by this RFP.

- **Proposing Organization References/History (30%)**

Proposers past contract management experience and references on similar projects including both the proposer and the individual personnel listed by the proposer. Proposer must include at least five (5) recent references, with client company's name, name of contact person, correct daytime telephone number, and e-mail address.

- **Management Plan (30%)**

The Contractor will be evaluated on demonstrated ability to control, coordinate and direct its resources to fulfill the performance requirements as stated in this RFP. The evaluation will be based on, but not limited to an assessment of the sub factor elements as listed below. to fulfill the Scope of Work outlined in Section 3.0.

- **Responsiveness (10%)**

Compliance with all the requirements of this RFP including attendance at Site Visits.

Evaluation of proposals for the **Cost Process** (50 possible points) will be based on the following weighted criteria:

- **Cost Proposal Program (Contract) Costs:**

The cost to the District of the program proposed is worth a possible additional 50 points, with 50 points to be awarded to the most advantageous Cost Proposal and proportionally fewer points to the others. Because pricing structures, discounts, quality options, and many other

factors may vary in ascertaining the cost of the scope of work requested, the Cost Proposal scores may not necessarily be scored in direct mathematical proportion to any stated value.

The Selection Committee shall rank the firms whose Cost Proposals are reviewed, on the basis of their combined scores on the scoring of the Technical Proposal and the Cost Proposal. The highest-ranked firm will, with Board approval, be provided the initial opportunity to negotiate a mutually agreeable contract with the District in accordance with the parameters of this RFP and the proposer's Proposal including its Cost Proposal. Recognizing that the proposers have expertise in the development of a program of services that may be beneficial to developing an actual contractual scope of work for the District upon entering into negotiations, it is understood that the parties may negotiate as to such matters in creating a recommended contract consistent with the general scope of the solicitation to be presented for Board of Education approval.

#### 6.0.5 UNIT PRICE GOVERNS (JAN 2006):

In determining award, unit prices will govern over extended prices unless otherwise stated.

### 7.0 TERMS & CONDITIONS- A. GENERAL

#### 7.0.1 ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

- a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales. Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with:
  - i) Proof of the assignment,
  - ii) the identity (by contract number) of the specific District contract to which the assignment applies, and
  - iii) the name of the assignee and the exact address or account information to which assigned payments should be made.
- b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change.
- c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

#### 7.0.2 BANKRUPTCY - GENERAL (FEB 2015):

- a) Notice: In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all BCSD contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.
- b) Termination: This Contract is voidable and subject to immediate termination by the BCSD upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

#### 7.0.3 CHOICE OF LAW (JAN 2006):

The Agreement, any dispute, claim or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

#### 7.0.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

- a) Any Contract resulting from this solicitation shall consist of the following documents:
  - 1) a Record of Negotiations, if any, executed by you and the Procurement Officer,
  - 2) the solicitation, as amended,
  - 3) documentation of clarifications 11-35-1520(8) or discussions 11-35-1530(6) of an offer, if applicable,
  - 4) your offer,
  - 5) any statement reflecting the District's final acceptance (a/k/a "award"), and
  - 6) purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

- b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation:
  - i) a purchase order or other instrument submitted by the BCSD or
  - ii) any invoice or other document submitted by Contractor, or

iii) any privacy policy, terms of use, or end user agreement.

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

- c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

#### 7.0.5 DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

- a) Discounts for prompt payment will not be considered in the evaluation of Offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.
- b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

#### 7.0.6 DISPUTES (JAN 2006):

- a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Beaufort County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
- b) Service of Process: Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South

Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7.0.7 EQUAL OPPORTUNITY (JAN 2006):

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

7.0.8 FALSE CLAIMS (JAN 2006):

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

7.0.9 FIXED PRICING REQUIRED:

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

7.0.10 NO INDEMNITY OR DEFENSE (FEB 2015):

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

7.0.11 NOTICE (JAN 2006):

a) After award, any notices shall be in writing and shall be deemed duly given:

- 1) upon actual delivery, if delivery is by hand,
- 2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or
- 3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the BCSD shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

7.0.12 PAYMENT AND INTEREST (FEB 2015):

- a) The BCSD 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 BCSD.
- b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on “Page Two”.
- c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 Title 29 (real property improvements) when applicable, which provides the Contractor’s exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the BCSD 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.
- d) Amounts due to the BCSD shall bear interest at the rate of interest established by the South Carolina Controller General pursuant to Section 11-35-45 (“an amount not to exceed fifteen percent each year”), as amended, unless otherwise required by Section 29-6-30.
- e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section -34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied a simple interest without compounding.
- f) The District shall have all of its common law, equitable and statutory rights of set-off.

7.0.13 PUBLICITY (Jan 2006):

Contractor shall not publish any comments or quotes by the BCSD employees, or include the BCSD in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

7.0.14 PURCHASE ORDERS (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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. Purchase orders may be electronic. No



particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

#### 7.0.15 SURVIVAL OF OBLIGATIONS (JAN 2006):

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

#### 7.0.16 TAXES (JAN 2006):

Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the BCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the BCSD. It shall be solely the BCSD's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the BCSD to Contractor, Contractor shall be liable to the BCSD for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

#### 7.0.17 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

#### 7.0.18 THIRD PARTY BENEFICIARY (JAN 2006):

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

#### 7.0.19 WAIVER (JAN 2006):

The-BCSD does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement

Officer has actual authority to waive any of the BCSD's rights under this Contract. Any waiver must be in writing.

## **7.1 TERMS AND CONDITIONS – B. SPECIAL:**

### **7.1.1 BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015):**

- a) All government information (as defined in the clause herein entitled “Information Security – Definitions”) shall belong exclusively to the District and Contractor has no legal or equitable interest in, or claim to such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, District information in its possession and/or under its control will be considered property of its bankruptcy estate.
- b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the District, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the District.
- c) In order to protect the integrity and availability of district information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information.

### **7.1.2 CHANGES (JAN 2006):**

- a) Contract Modification: By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
  - 1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the BCSD in accordance therewith;
  - 2) method of shipment or packing;
  - 3) place of delivery;
  - 4) description of services to be performed;
  - 5) time of performance (*i.e.*, hours of the day, days of the week, etc.); or,
  - 6) place of performance of the services.

Subparagraphs 1) to 3) apply only if supplies are furnished under this contract. Subparagraphs 4) to 5) apply only if services are performed under this contract.

- b) Adjustments of Price or Time for Performance: If any such change increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided that the BCSD promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- c) Time Period for Claim: Within 30 days after receipt of a written contract modification under Paragraph a) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the BCSD is prejudiced by the delay in notification.
- d) Claim Barred After Final Payment: No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

#### 7.1.3 COMPLIANCE WITH LAWS (JAN 2006):

During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

#### 7.1.4 CONTRACT LIMITATIONS (JAN 2006):

No sales may be made pursuant to this Contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this Contract and may subject contractor to suspension or debarment.

#### 7.1.5 CONTRACTOR'S LIABILITY INSURANCE – GENERAL (FEB 2015):

- a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- b) Coverage shall be at least as broad as:
  - 1) Commercial general Liability (CGL): Insurance Services Office (ISO) Form Number CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed

operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in this policy.

- 2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - 3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form Number CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
  - d) For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the District, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor’s insurance and shall not contribute with it.
  - e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
  - f) Should any of the above described policies be cancelled before the expiration date thereof; notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
  - g) Contractor hereby grants to the District and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District or applicable Using Government Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District

or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

- h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.
- i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insure, coverage, or other special circumstances.

#### 7.1.6 CONTRACTOR PERSONNEL (JAN 2006):

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### 7.1.7 CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):

The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime Contractor and assume full responsibility for any Subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

#### 7.1.8 DEFAULT:

- a) 1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to –
  - i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
  - ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause; or
  - iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- 2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the contractor does not cure such failure within 19 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.
- b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to

those terminated, and the contractor will be liable to the District for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.

- c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.
- d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.
- e) If this contract is terminated for default, the District may require the contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any
  - 1) completed supplies, and
  - 2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the contractor shall also protect and preserve property in its possession in which the District has an interest.
- f) The District shall pay contract price for completed supplies delivered and accepted. The contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor’s rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the procurement officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- g) If, after termination, it is determined that the contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor’s rights under the Disputes clause.

h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 7.1.9 ESTIMATED QUANTITY - UNKNOWN (JAN 2006):

The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

#### 7.1.10 ILLEGAL IMMIGRATION:

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors, language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### 7.1.11 INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (FEB 2015):

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party of an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause

regarding insurance. As used in this clause, “Indemnites” means the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

#### 7.1.12 INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015):

- a) Without limitation, Contractor shall defend and hold harmless Indemnites from and against any and all suits, claims, investigations, or fines (hereinafter “action”) of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security – Definitions) cause in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
- b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee’s failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor’s ability to defend such action. Indemnitee must reasonably cooperate with contractor’s defense of such actions (such cooperation does not require and is without waiver of an Indemnites attorney/client, work product, or other privilege\_ and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor’s defense of any action at its own expense. Contractor may not, without Indemnitee’s prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent:
  - i. includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and
  - ii. is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee’s consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction
- c) Notwithstanding any other provision, contractor’s obligations pursuant to this clause are without any limitation whatsoever. Contractor’s obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.



- d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

7.1.13 INDEMNIFICATION - INTELLECTUAL PROPERTY (FEB 2015):

- a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. BCSD shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. BCSD shall allow Contractor to settle such claim so long as

- 1) all settlement payments are made by Contractor, and
- 2) the settlement imposes no non-monetary obligation upon BCSD.  
BCSD shall reasonably cooperate with Contractor's defense of such claim.

- b) In the event an injunction or order shall be obtained against BCSD's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either:

- 1) procure for BCSD the right to continue to use, or have used, the acquired item, or
- 2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by BCSD.

If neither (1) nor (2), above, is practical, BCSD may require that Contractor remove the acquired item from BCSD, refund to BCSD any charges paid by BCSD therefore, and take all steps necessary to have BCSD released from any further liability.

- c) Contractors obligations under this paragraph do not apply to a claim to the extent
  - 1) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD unless Contractor knew its compliance with the BCSD's specifications would infringe an IP right, or
  - 2) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD if the BCSD knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.
- d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means

the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

- e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

#### 7.1.14 INFORMATION SECURITY – DEFINITIONS (FEB 2105):

The following definitions are used in those clauses that cross reference this clause.

**Compromise** – means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term “compromise” includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** – means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**District Information** – means information (i) provided to Contractor by, or generated by Contractor for, the District or (ii) acquired or accessed by contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.

**Information** – means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information System** – means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public Information** – means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** – means any computer program accessed or used by the District or a third party pursuant to or as a result of this contract.

**Third Party** – means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

**Unrestricted Information** – means:

- 1) public information acquired other than through performance of the work,
- 2) information acquired by Contractor prior to contract formation,
- 3) information incidental to your contract administration, such a financial, administrative, cost or pricing, or management information, and

- 4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

**Web-based Service** – means a service accessed over the internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

#### 7.1.15 LICENSES AND PERMITS (JAN 2006):

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

#### 7.1.16 MATERIAL AND WORKMANSHIP (JAN 2006):

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended.

#### 7.1.17 NEPOTISM POLICY:

The contractor shall immediately report to the Chief Finance and Operations Officer any current or pending employment of an immediate family member of the BCSD Superintendent, Executive Leadership Team, School Principals, Facilities Planning and Construction Officer, or Procurement/contracting personnel.

#### 7.1.18 OWNERHIP OF DATA & MATERIALS (JAN 2006):

All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

#### 7.1.19 PERFORMANCE BOND REQUIRED: **NON-APPLICABLE**

A Performance Bond and a Labor and Material Payment Bond **will** be required for 100% of the proposed/contracted amount on the various projects that exceed \$50,000. The bonds must be issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) time the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in-fact to bind the surety and certified to include the date of the performance bond.

#### 7.1.20 PRICE ADJUSTMENTS (JAN 2006):

- a) Method of Adjustment: Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - 2) by unit prices specified in the Contract or subsequently agreed upon;
  - 3) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
  - 4) in such other manner as the parties may mutually agree; or,
  - 5) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- b) Submission of Price or Cost Data: Upon request of the Procurement Officer, the Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

#### 7.1.21 PRICE ADJUSTMENT – LIMITED – AFTER INITIAL TERM ONLY (JAN 2006):

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the procurement officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

#### 7.1.22 PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS AND SERVICES” (JAN 2006):

Upon request and adequate justification, the Procurement Officer may grant a price increase up to but **not to exceed 3%**, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban

consumers (CPI-U), “Other Goods and Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

#### **7.1.23 PURCHASING CARD (JAN 2006):**

**Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows BCSD to make authorized purchases from a vendor without the requirement to issue a purchase order.**

#### **7.1.24 RELATIONSHIP OF THE PARTIES (JAN 2006):**

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

#### **7.1.25 RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015):**

- a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
- b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
- c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
- d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

7.1.26 STORAGE OF MATERIALS (JAN 2006):

Absent approval of the District, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

7.1.27 TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:

The anticipated effective date of this contract will be July 2020. The initial term of this agreement will be July 1, 2020 – June 30, 2023.

7.1.28 TERM OF CONTRACT – OPTION TO RENEW (Jan 2015):

At the end of the initial term, and at the end of each renewal term, this contract has the option to renew for a period of two (2) years, unless contractor receives notice that the BCSD elects not to renew the contract at least thirty (30) days prior to the date of renewal. With the exception of a voluntary extension subject to BCSD Superintendent’s approval, this contract expires no later than the last date stated on the maximum contract periods.

7.1.29 TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006):

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety days prior to the effective date of termination.

7.1.30 TERMINATION FOR CONVENIENCE – (JAN 2006):

- a) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- b) Contractor’s Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor’s right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer:
  - 1) any completed supplies; and

- 2) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

d) Compensation.

- 1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with subparagraph (c) of this paragraph.
- 2) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under paragraph (3) of this clause, and the contract price of the work not terminated;
- 3) Absent complete agreement under subparagraph (b) of the paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under subparagraph (b) shall not duplicate payments under this subparagraph:
  - i) contract prices for supplies or services accepted under the contract;
  - ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
  - iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (c)(iii) of this paragraph;
  - iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph (b) of this paragraph, and the contract price of work not terminated.
- 4) Contractor must demonstrate any costs claimed, agreed to, or established under subparagraphs (b) and (c) of this paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

- e) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:
  - i) affect the District's right to require the termination of a subcontract
  - ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.



## **8.0 BIDDING SCHEDULE**

See Exhibit 6

## 9.0 ATTACHMENTS TO SOLICITATION

### MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:

#### *Mission of the Beaufort County School District Board of Education:*

*To serve the community by providing the opportunity for each student to receive a highly effective education*

#### **Statement of Policy**

It is the policy of the Beaufort County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of BCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Beaufort County School District will comply with this BCSD policy.

#### **W/MBE Compliance**

Potential bidders must demonstrate their process for contracting or utilizing businesses as subcontractors or suppliers for work on projects undertaken is open to businesses regardless of race, gender or ethnicity, by fulfilling one (1) of three (3) alternative eligible bidder categories.

1. Documentation of prior M/WBE on projects undertaken in South Carolina during the previous two (2) years at the level of availability.
2. Documentation of prior good faith outreach efforts on all projects undertaken in South Carolina during the previous two (2) years.
3. Commitment to future good faith outreach efforts in all projects undertaken in South Carolina.

On eligible projects that equal or exceed five million dollars in value, potential bidders are required to make a good faith effort to enter into a joint venture or Mentor/Protégé arrangement at the prime contractor level which includes at least one (1) certified minority- and/or woman-owned firm.

- Companies involved in joint venture Mentor/Protégé arrangements must be of a different race or gender ownership.
- Each eligible bidder shall submit with each bid submission on an eligible contract:
  1. A complete and signed subcontractor plan. Eligible bidders who submit bid proposals which fail to utilize minority- and/or woman-owned business enterprises at a level consistent with availability, must submit documentation detailing their “good faith outreach efforts” to utilize minority- and/or woman owned firms.

2. Written documentation demonstrating the eligible bidder's good faith efforts to identify, contract with, or utilize businesses, including certified M/WBEs, as sub-contractors or suppliers on the eligible project.
- Acceptable good faith effort documentation:
  1. The eligible bidder contacted the District Purchasing and Contract Compliance Offices, other private sector and government entities, or M/WBEs organizations, to identify available businesses to work on the eligible bidder project, including minority-and Woman-owned firms.
  2. The eligible bidder placed notices of opportunity for minority-and woman-owned firms to perform subcontracting work on the eligible project in newspapers, trade journals and other relevant publications specifically targeted to M/WBEs, or communicated such notices or opportunities via the Internet or by other available media means.
  3. The eligible bidder submitted invitations to bid for work on the eligible project to qualified businesses, including minority-and woman-owned firms.
  4. The eligible bidder included in such notices and invitations, a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
  5. The eligible bidder promptly responded to inquiries, provided necessary physical access and time for all interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time to allow all interested businesses to prepare bids and quotes, regardless of race, gender or ethnicity.
  6. The eligible bidder considered, hired, or otherwise utilized qualified and available businesses for an eligible project, including minority-and Woman-owned firms.
  7. For each business which contacted or was contacted by the eligible bidder regarding sub-contracting or services on the eligible project, the eligible bidder shall maintain all written documents reflecting such contact, including bids, quotes and proposals.

### **Subcontractor Participation**

Beaufort County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

### **Business Utilization Report**

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the

names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with BCSD. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

**Business Enterprise Utilization Report**

List all vendors/subcontractors to be used on this project. All MBEs or WBEs proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Beaufort County School District's Minority Business Enterprise Plan prior to utilization on this project.

In column 2 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- WBE – Woman Business Enterprise

<u>Sub-Contractor Name</u>	<u>Gender Group</u>	<u>Address</u>	<u>Phone #</u>	<u>Other</u>	<u>E-Mail</u>

**Statement of Intent**

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Beaufort County School District’s goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically, the BCSD seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Woman Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Woman Business Utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Woman Business Enterprise Program in the performance of this contract.

---

Signature

---

Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Project: \_\_\_\_\_

## EXHIBIT 1

### LOCATION OF FACILITIES

<u>Description</u>	<u>Street Address</u>
ADULT EDUCATION	1300 King Street, Beaufort SC 29902
DISTRICT EDUCATIONAL SUPPORT CENTER	2900 Mink Point Blvd., Beaufort SC 29902
MAINTENANCE BUILDING	2950 Mink Point Blvd., Beaufort SC 29902
HORACE ROWE WAREHOUSE BUILDING	2950 Mink Point Blvd., Beaufort SC 29902
MAINTENANCE ANNEX	2 Bridge Street, Bluffton SC 29901
PINK HOUSE (LOCATED AT LIMS)	20 Cougar Drive, Beaufort SC 29907
ST HELENA EARLY CHILDHOOD	1031 Sea Island Parkway, St Helena Island SC 29920
HILTON HEAD EARLY CHILDHOOD	165 Pembroke Drive, Hilton Head Island SC 29926
BLUFFTON EARLY CHILDHOOD	H.E. McCracken Circle, Bluffton SC 29910
BEAUFORT ELEMENTARY	1800 Prince Street, Beaufort SC 29902
COOSA ELEMENTARY	45 Middle Road, Beaufort SC 29907
LADY'S ISLAND ELEMENTARY	73 Chowan Creek Bluff, Beaufort SC 29907
MOSSY OAKS ELEMENTARY	2510 Mossy Oaks Blvd., Beaufort SC 29902
PORT ROYAL ELEMENTARY	1214 Paris Avenue, Port Royal SC 29935
ST HELENA ELEMENTARY	1025 Sea Island Parkway, St. Helena SC 29920
BROAD RIVER ELEMENTARY	474 Broad River Road, Beaufort SC 29906
RIVERVIEW CHARTER SCHOOL	81 Savannah Highway, Beaufort SC 29906
SHANKLIN ELEMENTARY	121 Morrall Drive, Beaufort SC 29906
DAVIS ELEMENTARY	364 Kean Neck Road, Seabrook SC 29940
WHALE BRANCH ELEMENTARY	15 Stuart Point Road, Seabrook SC 29941
DAUFUSKIE ELEMENTARY	P.O. Box 54, Daufuskie Island SC 29915
HHI IB ELEMENTARY	30 School Road, Hilton Head Island SC 29926
HHI SCHOOL FOR CREATIVE ARTS	10 Wilborn Road, Hilton Head Island SC 29926
BLUFFTON ELEMENTARY	160 H.E. McCracken Circle, Bluffton SC 29910
OKATIE ELEMENTARY	53 Cherry Point Road, Okatie SC 29909
MC RILEY ELEMENTARY	200 Burnt Church Road, Bluffton SC 29910
MC RILEY EARLY CHILDHOOD CENTER	Burnt Church Road, Bluffton SC 29910
RED CEDAR ELEMENTARY	10 Box Elder Street, Bluffton SC 29910
PRITCHARDVILLE ELEMENTARY	9447 Evan Way, Bluffton SC 29910
RIVER RIDGE ACADEMY	3050 River Ridge Drive, Bluffton SC 29910
BEAUFORT MIDDLE	2501 Mossy Oaks Blvd., Beaufort SC 29902
LADY'S ISLAND MIDDLE	30 Cougar Drive, Beaufort SC 29907
ROBERT SMALLS PreK - 8	43 W.K. Alston Drive, Beaufort SC 29906
WHALE BRANCH MIDDLE	2009 Trask Parkway, Seabrook SC 29941
HILTON HEAD MIDDLE	55 Wilborn Road, Hilton Head Island SC 29926
HE MCCRACKEN MIDDLE	250 H.E. McCracken Circle, Bluffton SC 29910
BLUFFTON MIDDLE SCHOOL	30 New Mustang Drive, Bluffton SC 29910
BEAUFORT HIGH SCHOOL	84 Sea Island Parkway, Beaufort SC 29907
BATTERY CREEK HIGH SCHOOL	1 Blue Dolphin Drive, Beaufort SC 29906
WHALE BRANCH EARLY COLLEGE HIGH SCHOOL	169 Detour Road, Seabrook SC 29940
HILTON HEAD HIGH SCHOOL	70 Wilborn Road, Hilton Head Island SC 29926
BLUFFTON HIGH SCHOOL	12 H.E. McCracken Circle, Bluffton SC 29910

MAY RIVER HIGH SCHOOL  
RIGHT CHOICES  
BURROUGHS AVENUE  
BEAUFORT-JASPER ACADEMY FOR CAREER  
EXCELLENCE (OPTIONAL)

601 New Riverside Rd., Bluffton SC 29910  
2900 Mink Point Blvd., Beaufort SC 29902  
302 Burroughs Avenue, Beaufort SC 29902  
80 Lowcountry Drive, Ridgeland SC 29936

## EXHIBIT 2

### FACILITIES INFORMATION

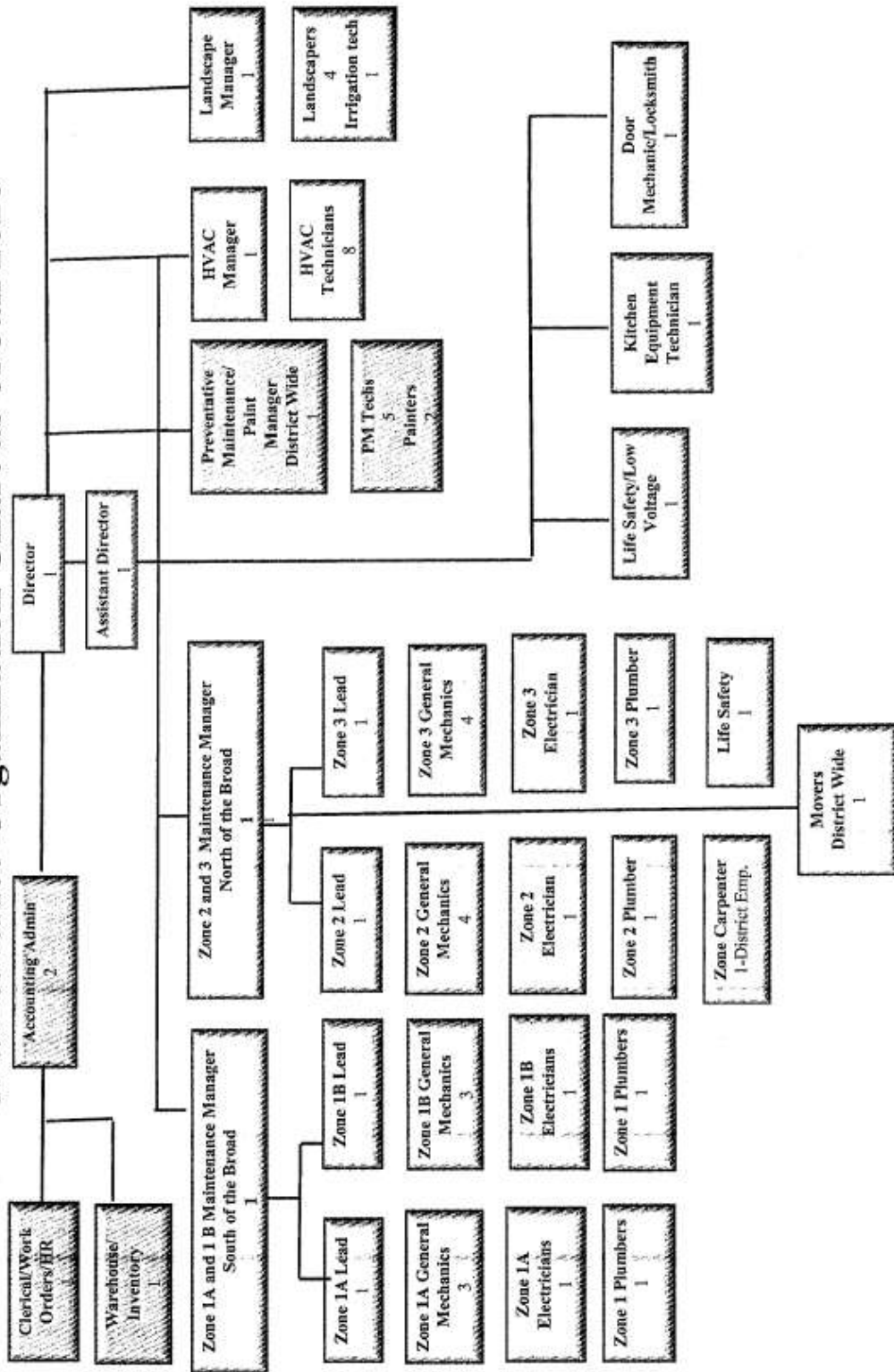
<u>Description</u>	<u>SQ. FT</u>	<u>YR. BLT</u>	<u>ADDITIONS / RENOVATIONS</u>
ADULT EDUCATION	18,073	1968	
DISTRICT EDUCATIONAL SUPPORT CENTER	118,593	1972	2011
MAINTENANCE BUILDING	16,000	1986	
HOWRACE ROWE WAREHOUSE BUILDING	9,000	2018	
MAINTENANCE ANNEX	7,250	1982	
PINK HOUSE (LOCATED AT LIMS)			
ST HELENA EARLY CHILDHOOD	34,787	2004	
HILTON HEAD EARLY CHILDHOOD	71,118	2006	
BLUFFTON EARLY CHILDHOOD	42,829	2009	
BEAUFORT ELEMENTARY	102,180	1986	
COOSA ELEMENTARY	75,233	1998	
LADY'S ISLAND ELEMENTARY	58,085	1963	2003
MOSSY OAKS ELEMENTARY	69,416	1962	2004
PORT ROYAL ELEMENTARY	45,260	1911	2003
ST HELENA ELEMENTARY	68,086	1970	2004
BROAD RIVER ELEMENTARY	75,071	1957	2003
RIVERVIEW CHARTER SCHOOL	68,086	1968	2004
SHANKLIN ELEMENTARY	74,986	1994	2010
DAVIS ELEMENTARY	61,993	1991	2008
WHALE BRANCH ELEMENTARY	69,113	1999	
DAUFUSKIE ELEMENTARY	5,626	2001	
HHI IB ELEMENTARY	163,591	1974	2001
HHI SCHOOL FOR CREATIVE ARTS	118,543	1974	2001
BLUFFTON ELEMENTARY	83,386	1999	
OKATIE ELEMENTARY	90,978	2003	2007
MC RILEY ELEMENTARY	71,597	1991	2010
MC RILEY EARLY CHILDHOOD CENTER	42,613	2009	
RED CEDAR ELEMENTARY	97,516	2009	
PRITCHARDVILLE ELEMENTARY	105,909	2010	
RIVER RIDGE ACADEMY	139,577	2015	
BEAUFORT MIDDLE	116,067	1959	2001
LADY'S ISLAND MIDDLE	144,226	1984	2002
ROBERT SMALLS PREK - 8	143,826	1984	2014
WHALE BRANCH MIDDLE	115,000	1999	
HILTON HEAD MIDDLE	133,565	1992	
HE MCCRACKEN MIDDLE	133,072	2000	
BLUFFTON MIDDLE SCHOOL	139,215	2010	
BEAUFORT HIGH	183,000	2004	2010
BATTERY CREEK HIGH	211,477	1991	1997/2009
WHALE BRANCH EARLY COLLEGE HIGH SCHOOL	124,000	2010	
HILTON HEAD HIGH	231,768	1983	2010
BLUFFTON HIGH	183,000	2004	



MAY RIVER HIGH SCHOOL	238,616	2016	
RIGHT CHOICES	6,665	1974	2009/2014
BURROUGHS AVENUE	18,073	1968	
BEAUFORT-JASPER ACADEMY FOR CAREER EXCELLENCE (OPTIONAL)			

Exhibit 3

# Maintenance Organization Chart as of Jan 2020



**EXHIBIT 4**

**District's Current Employee**  
**As District Employee leaveS the District**  
**The Open Position become the Contractor's**

Maintenance

Carpenter 1

## EXHIBIT 5

# Employee Listing and Minimum Requirements

<u>Classification</u>	<u>Minimum Years of Required Experience</u>
Director of Maintenance	10 yrs Commercial Management
Asst. Director of Maintenance	8 yrs Commercial Management
Area Managers	5 yrs Commercial Management
Administrative Support	8 yrs Executive Level Assistance/ Management
HVAC Technicians	8 yrs Commercial Experience with Universal EPA License
Electricians	8 yrs Commercial Experience
Plumbers	7 yrs Commercial Experience
Commercial/Residential Kitchen Equip Tech	7 yrs Commercial Experience
Life Safety/Low Voltage	10 yrs Commercial Maintenance
Door Mechanic	5 yrs Commercial
Lock Mechanic	3 yrs Commercial
Carpenters	5 yrs Commercial
PM Techs	3 yrs Commercial Maintenance
General Maint Techs	5 yrs Commercial Maintenance
Painters	5 yrs Commercial

**EXHIBIT 6**

**PRICING SHEET**

**For**

**Maintenance Oversight**

1.	Cost of Management	\$ _____
2.	Cost of Supervision	\$ _____
3.	Cost of Maintenance Employees	\$ _____
4.	Cost of Administrative Support	\$ _____
5.	Benefit Cost (Break this cost down)	\$ _____
6.	Uniform Cost	\$ _____
7.	Overhead and profit	\$ _____
8.	Total Yearly Cost	\$ _____
9.	Monthly Cost	\$ _____

Contractor to provide a base cost for all current facilities plus a unit cost for future facilities. In addition, provide a unit cost for the position listed in Exhibit 4.