



## **Advertisement**

### **Request for Proposals Number 2019-014 Architectural & Engineering Services**

Spartanburg School District 3 invites qualified firms to submit a letter of interest, qualifications, and proposal for providing Architectural & Engineering Services for potential projects over the next 5 years. For a complete copy of the submittal requirements please e-mail Greg Mack, Assistant Superintendent for Finance & Operations at [gmack@spartanburg3.org](mailto:gmack@spartanburg3.org). All inquiries regarding this RFP shall be directed to Mr. Mack by email. No pre-proposal conferences, meetings, or site visits shall be conducted. Five copies of proposals are due by NOON on October 16, 2018 to Spartanburg School District 3, Attention: Greg Mack, Assistant Superintendent for Finance & Operations, 3535 Clifton – Glendale Road, Spartanburg, SC 29307, shipped or hand-delivered.

Complete RFP follows:



## **REQUEST FOR PROPOSAL (RFP) NUMBER 2019-014 ARCHITECTURAL & ENGINEERING SERVICES**

### **SCOPE:**

It is the intent of Spartanburg School District 3 to obtain the services of one or more highly qualified, reliable and creative architectural and engineering firm(s) for an Indefinite Delivery Contract (IDC). The terms of the contract will be negotiated following the selection process. It is the intent of the District to establish an annual contract with an option to renew annually for up to four additional years. In the event of an ongoing project not completed at the end of the final year, or if it is believed to be in the best interest of the District, the District would prefer the option of extending the contract for an additional two years. All services are to be complete from the initial planning stages through the final inspection of construction, through Final Completion of the project (as defined by the S.C. Office of School Facilities Planning and Construction Guide Section #103) and will include the development, assessing and reassessing of budgetary values of anticipated and planned projects with District officials.

Work must be phased to meet the financial and scheduling requirements of the District. The District has recently completed a facility evaluations study and anticipates projects to develop as a result of the findings. The District anticipates other projects to develop over the course of the IDC as well.

With this solicitation and according to The Spartanburg School District 3 Procurement Code, “the School District shall request firms to submit a statement of qualifications and performance data.”

### **DESCRIPTION OF THE DISTRICT:**

Spartanburg School District 3 is home to seven highly successful, award-winning schools, and a Career Center shared with Spartanburg School District 7. We are located in the eastern portion of Spartanburg County, South Carolina, which encompasses a diverse and thriving community with excellent art and cultural facilities and seven colleges and universities. We serve nearly 3,000 students with a full-time staff of over 450. The school district is governed by a nine-member board of trustees. Mr. Kenny Blackwood serves as the Superintendent. The superintendent is responsible for the oversight of all aspects of the school district. District 3 locations along with approximate square footage and acreage are shown on page 9 of 16 herein.

### **SCHEDULE:**

The following is a list of key dates up to and including the date proposals are due to be submitted:

Requests for proposals issued	09/17/2018
Deadline for submission of questions	09/24/2018 by 5:pm
Response issued to all questions	09/30/2018 by 5:pm
Due date for sealed proposal responses	10/16/2018 by NOON

#### **Anticipated Notification and Contract Dates**

Technical Evaluation complete	10/24/2018
Calls to Firms for Presentations	10/25/2018
45 minute Presentations/Interviews	TBD after 10/25/18
Intent to Award Issued	November 2018
Anticipated Contract start date	11/15/2018

**OFFEROR REPRESENTATIONS:**

1. By submitting a proposal, the Principal on behalf of the Offeror represents that he/she has read and understands the request for proposal requirements and that the proposal is made in accordance therewith;
2. That he/she understands the services as outlined in the request for proposal and any addenda thereto such that failure to request clarification shall be deemed a waiver of such need for clarification;
3. That the Offeror is a qualified architectural entity capable of providing architectural services in conformance with all rules, laws, statutes, and regulations of the industry as well as the State of South Carolina, and that the Principal knows of no reason why the Offeror or the Principal cannot enter into a contract with the State of South Carolina or the District;
4. That the Principal is licensed under the laws of the State of South Carolina and is an authorized representative of the Offeror, who has the authority to make such representations and offers on behalf of the Offeror and enter into such contractual arrangements binding the Offeror as identified in this request for proposal;
5. That the Principal and/or staff are LEED Accredited Professional(s), certified through the Green Building Certification Institute.
6. That any proposal submitted constitutes a firm offer for a period of ninety (90) days and fully discloses any terms, conditions, requirements, or limitations that may prevent the Offeror or Principal from being governed by the terms and conditions as set forth in this request for proposal;
7. That, by submitting a proposal, the Principal certifies that he/she nor anyone employed by the Offeror has divulged to, discussed with, nor compared any proposal with any other Offeror or potential Offeror and has not colluded with any other Offeror or parties to this competitive solicitation;
8. That he/she has fully disclosed and explained the scope of services, Principal qualifications, Offeror capabilities, administrative requirements, benefits inherent in the proposal, in good faith, whether positive or negative to the interests of, or requirements requested by, the District;
9. That the Principal takes full responsibility for timely submission of the proposal in accordance with the requirements of this request for proposal;
10. That he/she agrees that the terms and conditions of this request for proposal and any addenda thereto shall constitute the substantive terms and conditions of any resulting contract and that no default from performance shall occur by virtue of mistake, misunderstanding or lack of clarity by the Offeror or Principal;
11. That he/she understands that any fees or changes to the terms and conditions associated with the services requested and offered shall be negotiated with those Offeror's preliminarily selected by an evaluation team and that award of any contract shall be contingent upon the successful negotiation of all terms and conditions and fees satisfactory to the District.

**PROPOSAL FORMAT AND CONTENTS:**

To assist in the comparison of the information submitted, all proposals should be submitted in the format requested. In order for the proposals to be properly evaluated, Offeror should submit as a minimum the following information. One (1) proposal should be marked “Original” and four (4) complete proposals should be marked “Copy”.

**In the interest of a greener environment, District 3 discourages bulky, ornate and costly paper and bindings and would appreciate economy in presentation.**

The District realizes that change is inevitable and that the information requested below could change based on workload, schedules, new consulting arrangements, etc., so please list what or whom based on an assumed start date of November 15, 2018.

1. Title Page
  - a. Show the RFP number and subject, the name of the firm, address, telephone/fax number, name of contact person with email address and the date of the proposal.
  
2. Authorized Signature Page with original signature on proposal marked “Original” and inclusion of all other essential information, including particularly the acknowledgement of any addenda.
  
3. Table of Contents
  - a. Include a clear identification of the material by section and page number.
  
4. Executive Summary – Limit to one or two pages.
  - a. Briefly state the understanding of the requested services and make a positive statement of the firm’s ability, willingness, and technical competence to perform such services.
  
5. Profile of Firm
  - a. Briefly describe the architectural firm.
  - b. List all firm Principals.
  - c. Designate the number and type of professional personnel by category and whether or not In-House, Out Sourced and Registered in a fashion similar to chart below.

	<u>In-House</u>	<u>Out Source</u>	<u>Registered (Y,N, or N/A)</u>
<i>Example:</i>	<i>(3)</i>	<i>(8)</i>	<i>(7/4)</i>
Architects:	_____	_____	_____
Engineers:			
Civil	_____	_____	_____
Mechanical	_____	_____	_____
Electrical	_____	_____	_____
Structural	_____	_____	_____
Other Disciplines	_____	_____	_____
Estimators	_____	_____	_____
Planners	_____	_____	_____
Draftsmen	_____	_____	_____
Interior Design	_____	_____	_____
Information Technology	_____	_____	_____
Other	_____	_____	_____
(Please list/define “Other”:	_____		
<b>TOTAL</b>	_____	_____	_____

6. Information, Qualifications and Performance Data

- a. Give the name, qualifications, and telephone/fax number/email address of the person(s) that will be the primary architect for any projects arising out of this solicitation.
- b. Identify the person(s) who will have primary responsibility coordinating the work with the district. Provide a resume with educational and professional experience.
- c. List the names and qualifications of other members of the firm who will work on any district projects; state their capacity in the work.
- d. List of recent AIA design awards or other special recognition and explain. Also list two or three school projects that you consider extremely successful.
- e. Information on supporting engineering services. Identify the engineering, mechanical, structural, and electrical qualifications, and the firm's relationship with contractors in these areas.
- f. State the frequency the firm inspects constructions and general monitoring activities.
- g. Describe the firm's experience with public sector clients, especially school districts. Give names, full addresses, and telephone numbers of at least five (5) references of K-12 public school districts.
- h. State the volume of work the firm has provided for the District in the past seven (7) years and state the distance in miles from the firm's office to District 3's District Office located at 3535 Clifton – Glendale Road, Spartanburg, SC 29307.
- i. Describe the current and projected workload of the firm.
- j. Explain your Firm's process of reviewing contractor change order proposals involving time, money and scope of work and the firm's approach to keeping a job on schedule. In a chart similar to below show your last six (6) completed school projects (preferably K-12 public) with an original bid over \$2.0 million and where C.O. represents Change Orders.

<u>Project Name</u>	<u>Original Bid \$'s</u>	<u>C.O. \$'s</u>	<u>Total \$'s</u>	<u>C.O. %</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- k. Describe firm's approach to cost estimating and firm's approach to working with school district officials to assess and reassess budgetary values for anticipated and planned projects. In a chart similar to below show your last six (6) completed school projects (preferably K-12 public) with an original bid over \$2.0 million (the same 6 projects as identified above in "j").

<u>Project Name</u>	<u>Original Estimate \$</u>	<u>Total \$'s</u>	<u>Original Estimate %</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- l. Submit a current and accurate Federal Standard Form 254, Architect-Engineer and Related Services Questionnaire, and Federal Standard Form 255, Architect-Engineer and Related Services Questionnaire for Specific Project.
- m. Additional Information
  - a. Give any additional information you believe may be helpful in the selection process. If there is no additional information to present, state in this section "There is no additional information we wish to present."

### **CONSIDERATION OF PROPOSALS:**

1. Unless otherwise stated, all responsive proposals by qualified Offerors that are received by the proposal submittal date and time shall be considered during the initial evaluation stage by the District Selection Committee.
2. All materials submitted in response to this RFP shall become the property of the District.
3. In accordance with the District's Procurement Code, the District shall have the right to:
  - a) reject any and all proposals or any portions, thereof;
  - b) waive informalities and irregularities;
  - c) negotiate with the Principals of the overall highest rated responsive/responsible proposals;
  - d) accept any proposal deemed to be in the best interest of the District.
4. The District shall have the right to request correction(s) to a proposal or request supplementary or explanatory information. The failure by the Offeror to correct any deficiency or provide any supplementary or explanatory information within forty-eight (48) hours of the request may result in the proposal being considered non-responsive and excluded from further consideration.
5. All requirements, terms, conditions, and instructions found in the sections entitled, "INSTRUCTIONS TO BIDDERS / PROPOSERS," "GENERAL TERMS & CONDITIONS," and "GENERAL CONDITIONS" apply to this solicitation.

### **SUBCONTRACTING:**

Again, the District realizes that change is inevitable and that the information requested below could change based on workload, schedules, new consulting arrangements, etc., so please list what or whom based on an assumed start date of November 15, 2018. Upon Award of contract, the District should be updated on any additions, deletions or changes hereto.

1. Where Offerors do not have the in-house expertise or manpower to provide the full scope of services required by the District, to include but not be limited to, structural, civil, mechanical, or electrical, subcontracting of consultants for such services may be permitted, with full disclosure and approval of the District. Such subcontracted consultants shall be clearly identified in the proposal.
2. Any Principal, whose proposal includes subcontracting for such consultant services, shall be required to act as the prime contractor for all such services to be performed and must assume full responsibility for the quality and completeness of such services and the conformance of such services to any rules, laws, statutes, and regulations of the pertinent industry as well as the State of South Carolina. The successful Offeror will be the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of the RFP and any resulting contract. Acceptance by the District of any proposal including subcontracted consultants shall in no way infer any contractual obligation between the subcontracted consultants and the District.
3. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any intended subcontractors must be disclosed in the proposal. The District has the right to request a substitution of any stated subcontracted consultant if it is in the best interest of the District to do so.

**PROPOSAL EVALUATION CRITERIA:**

1. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of this RFP or the District's Procurement Code. Those proposals found to be responsive shall be evaluated individually by the District's Selection Committee based on the merits of the technical proposal submitted as it relates to the evaluation criteria.
2. During the technical evaluation, the team members shall consider and score the proposals based upon the following criteria:
  1. Past and current performance – 25 points
  2. Technical and creative ability of professionals – 25 points
  3. Proximity to District 3 and MOB/WOB considerations – 5 points
  4. Demonstrated ability to control projects and meet time and budget requirements – 15 points
  5. Demonstrated ability to develop, assess and reassess budgetary values of anticipated and planned projects with District officials – 15 points
  6. Current and projected workload – 5 points
  7. Volume and quality of work firm has done for SC public school districts in past seven (7) years – 10 points
3. Failure to follow the format requested or to address any area adequately may cause the proposal to be deemed non-responsive and, thereby, cause it to be excluded from consideration or may result in a lower technical score.
4. After completion of the individual technical evaluations, the highest ranked Offerors shall be contacted for a personal presentation/interview. **The District will determine and advertise a date that interviews will be conducted.** These Offerors will be contacted on or before October 25, 2018, to schedule an interview time. The number of Offerors selected for interviews is at the discretion of the District. The Offerors shall make a presentation not to exceed 30-minutes in length to the District's evaluation team to be followed by a 10- to 15- minute question and answer period to receive clarification of any information in the offer or presentation as may be needed to complete the evaluation.
5. During the presentation/interview evaluation, the evaluation team shall score each firm based on the following criteria and interviewees shall structure their presentation to address:
  - a) Demonstrated design qualifications - 10 points.
  - b) Demonstrated ability to coordinate all facets of planning, design and construction -10 points.
  - c) Outline of known and unknown opportunities, threats, weaknesses and obstacles for both District 3 and the presenting firm - 10 points. Essentially the District wants a short SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis of your firm and of the District from your perspective. Note – No questions will be accepted or answered on this item because of the very nature of what the District is seeking here.

The average point scores of the personal presentations/ interviews shall be added to the average point scores for the technical evaluation to determine the total point score for each Offeror. Offerors shall be ranked from highest to lowest, and the District shall begin contract negotiations in the order of rankings. One or more firms may be selected by the District to provide the services requested in this solicitation.

**MINORITY PARTICIPATION - Voluntary Minority Participation**

Is the Offeror a South Carolina Certified Minority Business?  Yes  No

Is the Offeror a Minority Business certified by another governmental entity?  Yes  No

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

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

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

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

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

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

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

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

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



**SPARTANBURG DISTRICT 3 LOCATIONS**

<b>NAME</b>	<b>SQ. FOOTAGE</b>	<b>ACREAGE</b>
ADMINISTRATION BUILDING	11,440	6.88
CANNONS ELEMENTARY	75,512	18.71
CLIFDALE ELEMENTARY	79,265	25.11
COWPENS ELEMENTARY	89,803	18.78
PACOLET ELEMENTARY	89,803	29.66
COWPENS MIDDLE	83,855	26.02
MS OF PACOLET	50,029	20.90
BROOME HIGH	185,071	53.89
DANIEL MORGAN TECH CTR	85,389	29.81
GRAND TOTAL	750,167	229.76

## **INSTRUCTIONS TO BIDDERS/PROPOSERS**

- 1. All bid/proposal sheets and this form must be submitted in a sealed envelope or shipping container. Do not include more than one bid/proposal per container. The face of the container shall contain the bid/proposal title, the bid/proposal number, and the date and time of bid/proposal opening. The District assumes no responsibility for unmarked or improperly marked envelopes.**
2. Bids/proposals, amendments or withdrawal requests must be received by the time advertised for bid/proposal opening. It is the vendor's sole responsibility to insure that the bid documents are received in the Office of Finance & Operations by the time and date indicated in the solicitation documents.
3. All bids/proposals must be signed by an official of the company authorized to legally bind the company in a contract. Include printed name, title, and date signed.
4. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the specified time for opening. No faxes, copies, PDF or similar electronic or photographic files will be accepted.
5. If specifications or descriptive papers are submitted with bids/proposals, enter Offeror's name thereon.
6. Unless otherwise required, submit only one copy of each bid/proposal.
7. Offerors shall be required to visibly mark as "CONFIDENTIAL" each part of their bid/proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.
8. By submission of a bid/proposal, the Vendor shall guarantee that all goods and services shall meet the requirements of the solicitation during the contract period.
9. Any Vendor desiring to exercise protest rights under Article 6 of the District Procurement Code shall direct all correspondence to: Office of the Superintendent, Spartanburg School District 3, P. O. Box 267, Glendale, SC 29346.
10. The statement of award on bids in excess of \$25,000.00 will be posted in the Office of Finance & Operations after final determination of award.
11. This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. Code ANN. 44-107-10 through 44-107-90 (1976 as amended). By signing this bid, you are certifying that you will comply with the Drug Free Workplace Act.
12. Ownership of material: Ownership of all data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to the District.

## GENERAL TERMS & CONDITIONS

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

Spartanburg School District 3's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

**Addenda:** Addenda shall be issued prior to the RFQ/IFB/RFP submittal date and time for the purposes of modifying or interpreting the quote/bid/proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFQ/IFB/RFP, an addendum will be posted under **"Requests for Proposal"** at [http://www.spartanburg3.org/about\\_us/requests\\_for\\_proposal](http://www.spartanburg3.org/about_us/requests_for_proposal)

Because this RFQ/IFB/RFP is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this quote/bid/proposal. Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFQ/IFB/RFP. No addenda shall be issued later than four (4) days prior to the RFQ/IFB/RFP submittal date except to a) withdraw the RFQ/IFB/RFP solicitation, or b) to postpone the RFQ/IFB/RFP submittal date and time. The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

**Quote/Bid/Proposal as Offer to Contract:** By submitting your Quote/Bid/Proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. Any offer may be submitted by one legal entity; joint bids are not allowed. The Offeror agrees to be governed by the terms and conditions as set forth in this document. Any quote/bid/proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such quote/bid/proposal non-responsive.

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

All costs associated with these criminal background checks are the responsibility of the contractor.

The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

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

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

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

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

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

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

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

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

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

**Subcontracting:** If any part of the work covered by this bid is to be subcontracted, the Offeror shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Offeror will also furnish the corporate or company name and the names of any subcontractors engaged by the Offeror. If at the time of the proposal, it is the intent of the Offeror to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor's qualifications to perform along with three references must be submitted.

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

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

**District or School Regulations:** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

**Drug-free Workplace:** By signing and submitting a bid, a Offeror is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10 through 44-107-90, S.C. Code Ann, (1976) and as amended.

**Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

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

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

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

**Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this bid will be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**Right to Protest:** Any prospective Offeror or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

**Authorization and Acceptance:** The quote/bid/proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFQ/IFB/RFP. The quote/bid/proposal must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the quote/bid/proposal due date or longer if so required by the District.

**Posting of Award:** Notice of Award or Intent to Award will be posted in the Office of Finance & Operations of the District Office located at 3535 Clifton – Glendale Road, Spartanburg, SC 29307.

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

**Ethics Act:** By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee Section 8-13-790, (b) Recovery of kickbacks Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official Section 8-13-720, (d) Use or disclosure of confidential information Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150.

## **GENERAL CONDITIONS**

1. **Default:** In case of default of the contractor, the School District reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible Offeror until the assessed charge has been satisfied.
2. **Non-Appropriations:** Any contract entered into by the School District or other entities resulting from this Invitation for Bid shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **Force Majeure:** The contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery time schedule.
4. **Save Harmless:** The successful Offeror shall indemnify and save harmless the School District, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright infringement or claim based upon the Offeror's use of material furnished to the Offeror by the School District.
5. **Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the School District.
6. **Quality of Products:** Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
7. **Brand Name Specifications:** Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be bid provided the brand name, model number, etc., is clearly indicated in the bid. However, the School District reserves the right to insist upon the specified name brands.
8. **S. C. Law Clause:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this signed bid, the Offerors agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **Termination:** Subject to the provisions below, the contract may be terminated for any reason by the Purchasing Department providing a 30-day advance notice in writing to the contractor.
  - A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the School District without the thirty (30) days advance written notice, then the School District may negotiate termination costs, if applicable.
  - B. **Termination for Cause:** Termination by the School District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Conditions No. 1)

10. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the School District's Purchasing Department.
11. **Affirmative Action:** The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. **Item Substitution:** No substitutes will be allowed on purchase orders issued by the School District without permission from the School District's Purchasing Department.
13. **Indemnification:** The School District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the School District or failure of the School District to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.
14. **Payment:** Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice.
15. **District and Spartanburg School District 3 Names:** Owner, District, School District, Spartanburg School District 3 (Three), Spartanburg County School District 3 (Three) and all such variations are one and the same.
16. **Proposer, Bidder, Offeror, Quoter, Responder:** All of these and similar shall refer to the entity identified on page one (1) of this document and responding to this bid, proposal or quote.
17. **Insurance Requirements:**

The successful Offeror agrees to provide, maintain and certify to the District that the following insurance is in effect:

- a. Comprehensive general liability insurance: \$1,000,000.
  - b. Whereby any contractor owned vehicle is used on District property under this contract:
    - Bodily injury \$100,000 each occurrence
    - Property damage \$100,000
    - Auto liability of \$1,000,000
  - c. Workers Compensation Insurance – Statutory Limits
  - d. If work is being performed on district premises, then the vendor must have Spartanburg School District 3 added as an “additional insured” on their General Liability policy.
  - e. The Offeror shall furnish Spartanburg School District 3 Certificates of Insurance within 21 working days after acceptance of a contract.
  - f. Spartanburg School District 3 must have ten (10) days notice of cancellation or change in insurance coverage, and give its approval.
18. **Term of Contract:** The term of contract shall be for one year commencing on November 15, 2018 and ending on November 14, 2019 with an option to renew annually for up to four (4) additional years. In the event of an ongoing project not completed at the end of the final year, or if it is believed to be in the best

interest of the District, the District would prefer the option of extending the contract for an additional two years.

19. **Compliance with Procedures:** Contractor shall comply with all procedural instructions that may be issued from time to time by the District. However, the terms and conditions of the contract will not change.
20. **Examination of Records:**
  - a. The District shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
  - b. The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the Spartanburg School District 3, or his/her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
21. **Explanation to Prospective Offerors/Proposers:**
  - a. Any prospective Offeror/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Offerors/Proposers before submission of their bids/proposals.
  - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
  - c. Any information given to a prospective Offeror/Proposer pertaining to this solicitation shall be furnished promptly to other prospective Offerors/Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Offerors/Proposers.
22. **Questions:** All questions must be in writing addressed to Greg Mack, School District 3, P.O. Box 267, Glendale, S.C. 29346 or via email to [gmack@spartanburg3.org](mailto:gmack@spartanburg3.org).