



Advertisement

Request for Proposal Number 2019-015 Construction Management Services

Spartanburg School District 3 invites qualified firms to submit a letter of interest, qualifications, and proposal for providing Construction Management 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. 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 17, 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:



**Spartanburg School District 3
Request for Proposal (RFP) Number 2019-015
Construction Management Services**

Spartanburg School District 3 invites qualified firms to submit a letter of interest, qualifications, and proposal for providing Construction Management Services with *optional* GMP (Guaranteed Maximum Price) for various projects over the next 5 years. This RFP includes sufficient information to submit a brief proposal, not to exceed 50 total, 8 ½ x 11 sized pages, excluding front cover, tabs, back cover, and required forms/licenses/certifications. (If printed on both sides of paper, proposal shall be limited to 25 pages.) Submit 5 copies of your proposal. No other information will be released or discussed unless necessary to clarify this RFP. The School District seeks a single provider for a comprehensive sourcing of CM services. No firm shall begin work without prior written authorization from the Owner. The firm shall work in the best interest of the Owner under direction and approval from Administration.

Owner: Spartanburg School District 3

Delivery Contact / Address: J. Greg Mack, Assistant Superintendent for Finance & Operations
PO Box 267
Glendale, SC 29346

Parcel Delivery Address: 3535 Clifton – Glendale Road
Spartanburg, SC 29307

Phone / Email Contact: 864.279.6011 gmack@spartanburg3.org

Please use the above listed phone number and do not contact individual Board members or staff in regards to this RFP. Please make contact in writing at least 5 days prior to delivery date. Improper contact may result in disqualification of your proposal. No pre-proposal conferences, meetings, or site visits shall be conducted.

Sealed proposals will be received until NOON on October 17, 2018 for furnishing the services described herein. It is the offeror's responsibility for ensuring delivery to correct address and time. Be advised delivery service varies in the area. For this reason, Proposers are encouraged to take additional measures to ensure the proposal is delivered by the specified time. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

The successful proposer must be covered under their employers' worker's compensation policy (verification must be attached), and must abide by all School Board policies, federal and state laws.

SUBMISSION REQUIREMENTS

A complete response consists of the following:

1. A mailed or otherwise delivered proposal in a sealed envelope which indicates the return address of the sender, proposal title, opening date, and time of opening on the outside of the envelope.
3. Certificate of insurances: Liability and Workers Compensation, as applicable.
4. W-9 form.
5. Additional information required by the following instructions:

(a) GENERAL INFORMATION

- (1) For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Firm".
- (2) The contents of the proposal submitted by the successful Offeror, this RFP and all modifications made thereof, will become part of any contract awarded. The successful firm will be expected to sign a contract with the Owner.
- (3) For ease of evaluation, please keep proposals brief and straightforward, relative to this type of project.

(b) BACKGROUND / NEEDS

The School District invites qualified firms to submit a letter of interest and proposal for providing pre-construction services and continued construction management with the option to include a Guaranteed Maximum Price (GMP) for any or all projects. It should be noted that no funding has been approved for these projects, and all contracts are pending funding availability and School Board approval.

The District has already completed a facility evaluations study and wishes to further define and explain the findings and seek potential funding sources for all projects. A firm is required to provide planning and pre-construction services for immediate and long-term needs. Pre-construction duties to be performed prior to funding availability may require cost estimating, educational specifications, and other duties.

The selected firm shall continue to provide all services as a representative of the School District from the funding stage through planning, design, construction, occupation, and contract close-out. No budget has been defined in detail. The pre-construction provider shall be responsible for providing funding models as part of the scope of work. Offerors are encouraged to visit the District's website to obtain information on the number of schools and locations.

The School District shall retain the option to amend the contract for delivery upon completion of the Pre-Construction Phase, per delivery methods complying with the provisions of Section 11-35-3005 of the State Code; therefore, the firm must have appropriate bonding and insurance capacity to be considered for selection.

The selected firm shall provide all services as a representative of the Owner from the conceptual stage through planning, design, construction, occupation, and contract close-out. The scope of work may include the following tasks:

Phase 1 – Preliminary planning services – Prior to funding availability:

- Research and Prepare a Funding Model.
- Provide a Phasing Schedule.
- Explain and formally report findings to the Owner/Public.
- Public Communications Assistance – prepare reports that explain your findings.

Phase 2 – Continued Pre-Construction and Construction Phase Services (only if projects are funded and approved by the Board):

- Pre-construction services.
- Cost Estimating.
- Conduct any required cost comparisons.
- Plan and conduct participation and Owner and Architect meetings, including representing the Owner during all meetings.
- Value analysis.
- Optional Guaranteed Maximum Price, to be accepted or denied by the School Board.
- On Site Construction Management.
- Develop and monitor schedule.
- Ensure work is performed within specifications and budget.
- Review, negotiate and recommend changes.
- Document and report field inspections.
- Prepare punch list and follow-up/action items.
- Coordinate training and occupancy.
- Other services as deemed necessary to perform services for the Owner and as negotiated through a contract agreement with the selected firm.
- The Owner reserves the right to request, accept or deny a Guaranteed Maximum Price for any or all projects, at the conclusion of the pre-construction phase or during any stage of the design phase.

(c) PROPOSAL REQUIREMENTS

Offerors are required to submit the following items:

(1) Company Information

- a.. Provide contact information, along with a brief history of the firm, including ownership and state of incorporation.
- b.. Describe any changes that have occurred in the firm's organization in the past 5 years and any changes that are anticipated to occur. Include any name changes or consolidations.
- c.. List location of office(s) which will be involved in this contract.

(2) Previous Experience and Project Approach

- a. List firm's experience in Pre-Construction Services and approach.
- b. List firm's experience in providing a GMP for K-12 facilities projects.

- c. Provide references for a minimum of 3 projects that involved similar services.
- d. Provide a brief approach to providing Phase 1 and Phase 2 Services

(3) Project Team

- a. Include an organizational chart with key individuals and their responsibilities.
- b. Provide resumes for your Project Team.

(4) Financial Capacity / Licenses

- a. Submit verification of your firm's maximum, current bonding capacity and ability to obtain liability insurance.
- b. Provide a copy of your Contractor's License and Construction Management License.
- c. Include forms requested (W-9, Liability and Workers Compensation)

EVALUATION AND AWARD CRITERIA

An Evaluation Committee will evaluate the proposals using the following criteria.

- 1. The ability, capacity and skill of the Offeror's key personnel to perform the contract or provide the service required; (10 points)
- 2. The experience and approach of the Offeror; (40 points)
- 3. The sufficiency of the financial resources and ability of the Offeror to perform the contract or provide the service; (20 points)
- 4. The demonstrated experience of the Offeror in Pre-Construction services and on-budget, on-time completion, as verified by references (30 points)

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received, and to negotiate and award a contract deemed to be in the Owner's best interest. The Owner reserves the right to select a CM At-Risk based on submitted proposals and any resulting interviews. The Owner is not responsible for any costs incurred during the submission of proposals or interviews. The Owner is not required to enter into a contract with any Offeror if deemed in the best interest of the Owner.

INTERVIEWS

The District may select a firm or firms based on the proposals submitted or may elect to hold interviews with up to three respondents. The interviews are for the purpose of assuring understanding of the responses and finalizing scoring of the proposals. The Owner will determine the format of the interviews in its sole discretion.

CONSTRUCTION MANAGEMENT AT-RISK SERVICES SUPPLEMENTAL INSTRUCTIONS

DEFINITION: “Construction management at-risk” (CM-R) is a project delivery method in which the Agency awards separate contracts, one for architectural and engineering services to design the project and the second to a construction manager at-risk for both construction management services and construction of the project facility according to the design.

SPECIAL CONSIDERATIONS:

(A) Firms seeking CM-R work must be registered both as a construction manager and as a general contractor with the SC Contractor’s Licensing Board. The construction manager at-risk’s General Contractor’s license must have a license group designation that will allow the construction manager at-risk to provide 100% Performance and 100% Labor and Material Payment Bonds for the entire project.

(B) The fees awarded to both the A/E and the construction manager at-risk (for the professional services portion of the construction manager at-risk’s services) must represent fair and equitable compensation for the actual services required of each. The form and amount of compensation to the construction manager at-risk for the construction portion of the construction manager at-risk’s services must reflect the degree to which the Agency and the CM-R share the risks and rewards of project cost overruns and under-runs.

(C) Construction phase services are subject to the limitations on retainage in SC Code § 11-35-3030(4).

DRUG FREE WORKPLACE CERTIFICATION: By submitting an offer, Offeror certifies that, if awarded a contract, Offeror 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.

DUTY TO INQUIRE: 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District’s attention.

ETHICS ACT: Ethics Certificate: 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: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state 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.

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

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS: (A) you must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (B) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300

TAXPAYER IDENTIFICATION NUMBER: (A) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (B) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (C) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

NOTICE: (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 in the Company Information on Page Three. Notice to the District shall be to the District Procurement Officer. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

DISTRICT SITE ACCESS: Contractor's personnel must wear an identification badge as approved by the District and shall utilize the procedures authorized by the District to obtain access to District buildings. The District requires Contractor's personnel to enter through the front office.

District sites have a comprehensive visitor check-in and check-out software system located at the front desk. This system runs a background check on each visitor every time he or she visits. Each visitor must check in and out when in a school or on school grounds, regardless of the time of day. Should the system flag an individual for any reason, the system will automatically and privately alert the front office staff and the school's administrators. Those administrators will then talk to the individual and work through any issue.

TOBACCO FREE ENVIRONMENT: The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.

CONTRACTOR'S CARE: Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR PERSONNEL: 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.

CONTRACTOR'S OBLIGATION – GENERAL: 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.

CONTRACTOR'S USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

INDEMNIFICATION - THIRD PARTY CLAIMS: 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 Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee 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, Indemnitees means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS: 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 District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

SUBMITTING CONFIDENTIAL INFORMATION: 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 (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. 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. 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. 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 District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. 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. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

EQUAL OPPORTUNITY: 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.

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

ILLEGAL IMMIGRATION: (An overview is available at 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-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

CONTRACTOR'S LIABILITY INSURANCE: (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 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 the 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) The District and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds 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 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, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District 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 a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 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 within the retention.

(I) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(J) Prior to the start of construction, the Contractor shall furnish five (5) copies each of Certificate of Insurance on an Acord form evidencing that the coverage, coverage extensions, policy endorsements and waivers of subrogation required under this Contract are maintained in force.

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

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

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.

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.

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 responding to this bid, proposal or quote.
17. **Term of Contract:** The term of contract shall be for five years from date of award, subject to termination clauses contained herein.
18. **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.
19. **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).

20. **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.

21. **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.**