

REQUEST FOR QUALIFICATIONS

Facilities Maintenance and Asset Management

Solicitation Number: P1806

Description: ARCHITECTURAL AND ENGINEERING SERVICES, AS SPECIFIED HEREIN, FOR THE DISTRICT'S CONSTRUCTION PROGRAM

Date: February 6, 2018

SUBMIT OFFER BY: February 28, 2018 @ 2:00 PM

SUBMIT QUESTIONS BY: February 13, 2018 by 2:00 PM

NUMBER OF COPIES TO BE SUBMITTED: 1 ORIGINAL AND 3 MARKED "COPY" AND ONE FLASH DRIVE

PROCUREMENT OFFICIAL CONTACT: Procurement Services
 Attention: Raymond B. Jenkins
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-8826
 Email: raymond_jenkins@charleston.k12.sc.us

ALL REQUESTS FOR QUOTATIONS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND AN AGREEMENT FOR THAT COMPANY.

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

Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted by 4/16/18. The award, solicitation, and any amendments will be posted at the following website URL:
<http://www.ccsdschools.com/cms/One.aspx?portalId=2973364&pageId=27429779>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY: See Section VII Signing Your Offer & SWMBE Participation.

Small Women Minority Business Enterprise (Please Check appropriate boxes)

- | | |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned | <input type="checkbox"/> Minority Owned Small Business Certified |
| <input type="checkbox"/> MBE – African American Owned | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> MBE – Hispanic Owned | <input type="checkbox"/> Small Business Certified |
| <input type="checkbox"/> Women Owned Small Business Certified | <input type="checkbox"/> Small Business Non-Certified |
| <input type="checkbox"/> Women Owned Small Business Non-Certified | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Owned Small Business Certified | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other _____ | |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

Solicitation Number: P1806 – ARCHITECTURAL AND ENGINEERING SERVICES

Proposals should be sent via United States Postal Service/hand delivered or courier service to:

Procurement Services
Attn: Raymond B. Jenkins
3999 Bridge View Drive
North Charleston, SC 29405

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I. INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should check for addenda (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or 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 District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Official in writing.

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

BOARD AS PROCUREMENT AGENT: (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Official is an employee of the District acting on behalf of the District pursuant to Charleston County School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in anyway to the contract.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS: By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity.

Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

If Offeror is unable to certify the above representations, Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required above. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course business dealings.

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

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Official or his/her designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room which services the purchasing office prior to the bid opening.

DEFINITIONS: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BOARD means Charleston County School District Board of Trustees.

BUYER means the Procurement Official or his/her designee.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

DISTRICT means Charleston County School District (CCSD)

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

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

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

PROCUREMENT OFFICIAL means the person, or his successor, identified as such on the Cover Page.

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

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

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

YOU and YOUR means Offeror.

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

DRUG FREE WORKPLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that

Offeror does not bring to the District's attention.

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 statute requires 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 officials; 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 8-13-755, prohibiting public official with economic interest 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 District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

IRAN DIVESTMENT ACT: (a) The Iran Divestment Act List is a list published by the 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 11-57310 requires the District to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330A 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.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Charleston County School District acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Charleston County School District.

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the using department or its employees, agents or officials regarding any aspect of this procurement activity unless otherwise approved in writing by the Procurement Official. All communications must be solely with the Procurement Official. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a District entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your name subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Procurement Official within the time provided.

PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. However with this being a Request for Qualifications, the Procurement Office will NOT divulge any further information at opening.

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Official no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Official, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit

maximum practicable competition. Offerors are urged to advise the Procurement Official -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to Raymond B. Jenkins via Email, Fax, or Mail. Please send questions to:

Mailing Address: Charleston County School District
Raymond B. Jenkins
3999 Bridge View Drive
North Charleston, SC 29405

Email: raymond_jenkins@charleston.k12.sc.us
Fax: (803) 566-1972

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.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

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

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 non-responsive. 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 Charleston County

School 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.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by Article 5-1520 of Charleston County School District Procurement Code.

II. INTRODUCTION

Charleston County School district is a single county-wide school district with schools in all areas of the county. Charleston County is located on South Carolina's southeastern coast and covers an area of 1,357 miles and has a 100-mile coastline along the Atlantic Ocean. The U.S. Bureau of the Census reports that the 2010 population in Charleston County was 350,209 making it the third largest county in the state of South Carolina as of 2010. The Tri-County area, comprised of Berkeley, Dorchester and Charleston Counties, reported a population in 2010 of 664,607. According to the U.S. Bureau of the Census, 2010 Charleston County had grown to a population of 350,209, an increase of 11.49% over the 2000 census.

III. SCOPE OF SOLICITATION

It is the intent of Charleston County School District (referred to as the “District”) to solicit qualifications from architectural and engineering firms (A&E), capable of providing all design services to support the District’s Construction Program and Building Maintenance Program needs during the term of the contract.

Below is a list of upcoming projects for the next two (2) years that will require A&E services with an estimate value of \$100,000.00 and above. These lists of projects are not a guaranteed, but are a forecast based on budget approvals.

<u>School</u>	<u>Description</u>	<u>Discipline</u>	<u>Award Planned</u>	<u>Start Year</u>
Gresham Meggett	Critical Needs to reopen Gresham Meggett	Architect	Highest Ranked	May 2018 - April 2019
Facilities Maintenance	Ceiling Grid Refurbishment Program	Architect	Second Highest Ranked	May 2018 - April 2019
Pepperhill ES	Enclose outdoor covered area	Architect	Third Highest Ranked	May 2018 - April 2019
Goodwin ES	Construct parking and car stacking space	Civil Engineer	Highest Ranked	May 2018 - April 2019
Drayton Hall ES	New Drive and car stacking loop	Civil Engineer	Highest Ranked	May 2018 - April 2019
West Ashley HS	HVAC	Mechanical Engineer	Highest Ranked	May 2018 - April 2019
Northwoods MS	HVAC	Mechanical Engineer	Second Highest Ranked	May 2018 - April 2019
Baptist Hill MS/HS	HVAC	Mechanical Engineer	Third Highest Ranked	May 2018 - April 2019
Wando HS	Roof	Roof Consultant Certified	Highest Ranked	Feb - Nov. 2018
Belle Hall ES	Roof	Roof Consultant Certified	Highest Ranked	May 2018 - April 2019
Hunley Park ES	Roof	Roof Consultant Certified	Highest Ranked	May 2019 - April 2020
Thomas C. Cario MS	Roof	Roof Consultant Certified	Second Highest Ranked	May 2018 - April 2019
Northwoods MS	Roof	Roof Consultant Certified	Second Highest Ranked	May 2018 - April 2019
Pinehurst ES	Roof	Roof Consultant Certified	Third Highest Ranked	May 2020 - April 2021
Minnie Hughes ES	Roof	Roof Consultant Certified	Third Highest Ranked	May 2019 - April 2020

The District desires to contract with several qualified Architectural & Engineering firms, with experience in educational facilities construction, to provide services to the District to support the planning and execution of these applicable projects. The District reserves the right to add or delete projects based on budgetary funding availability.

Selected Offerors shall provide basic architectural/engineering services to include, at a minimum: site investigation; preparation of schematic/final designs; provision of specifications, redi-checks, drawings, detailed estimates and bid documents; acquisition of approvals from regulatory entities including OSF; site visits as required; contract monitoring, administration and quality assurance, in coordination with the District’s contracted Project Management Firm (To Be Determined) and the District’s Construction, Facilities, and Finance Offices; full consultations; and presentations to the Board of Trustees, as requested. The basis for design guidance is the CCSD “Design Requirements” latest edition for all projects.

All responses must be complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the response fails to conform to the essential requirements of this request, the District and the District alone will be the judge as to whether that variance is significant enough to consider the request non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

A. Anticipated 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	2/6/18
Deadline for submission of questions	2/13/18
Response issued to all questions	2/20/18
Due date for proposal responses	2/28/18

Notification and Contract Dates

Technical Evaluation and Ranking Complete	3/16/18
Interviews by Architectural Selection Committee week of	3/19/18
Award Statement Issued	4/16/18

B. Request for Clarification

1. The District has endeavored to provide accurate information in this RFP; however it is the sole responsibility of the Principal to ensure that he/she has all information necessary for submission of a proposal and any subsequent negotiations.
2. A Principal requiring clarification or interpretation of this request for qualifications shall contact the Procurement Official identified on page 1 no later than the date stated in the RFP. **Note – it is expressly prohibited for any potential bidder to contact any other District employee in relative to this solicitation, other than the Procurement Official.**
3. Interpretations, corrections, and changes of the request for qualifications shall only be made by addendum. Any interpretations, corrections, and changes to the information provided in the request for qualifications made in any other manner than by addendum shall not be binding, and the Principal and Offeror shall not rely on them.

C. Subcontracting

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, electrical, or landscaping services, 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 qualifications.
2. Any Principal, whose qualifications 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 qualifications 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 qualifications. 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.

IV. QUALIFICATIONS EVALUATION CRITERIA

Upon receipt of all qualifications by the date and time specified in the RFP, the Procurement Office shall review all qualifications for responsiveness to the qualifications instructions. The District shall retain the right to consider any qualifications as non-responsive based solely on its judgment that the qualifications does not satisfactorily meet the criteria of the qualifications instructions or the District’s Procurement Code. Those qualifications found to be responsive shall be further evaluated by the District’s Architectural Review Panel based on the merits of the technical qualifications in relation to the evaluation criteria established.

A. During the technical evaluation, the committee members evaluate each response, as per the following criteria:

CRITERIA (See Section VII Qualifications Contents)	POINTS VALUE
Past performance	15
Ability of professional personnel	15
Demonstrated ability to meet time and budget requirements	15
Creativity and insight related to the project	15
Related experience on similar projects	15
Location	10
Recent, current and projected workload	10
Volume of work awarded by the District to the person or firm during the previous five (5) years, with the objective of effectuating an equitable distribution of contracts by the District among qualified firms including Minority Business Enterprises certified by the South Carolina Office of Small and Minority Business Assistance.	5
TOTAL	100

- B. Each qualifications will be evaluated both objectively and as compared to the other responses. All qualifications will be reviewed for purposes of determining responsiveness and responsibility. Any qualifications that does not meet the essential requirements of the RFP of the District will be deemed non-responsive. To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a qualifications for review does not necessarily qualify the proposer or qualifications as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a qualifications to be disregarded.
- C. Following receipt of information from all interested persons and firms, the selection committee shall hold interviews with proposers who are deemed qualified on the basis of information available prior to the interviews. A list of firms selected for interview shall be sent to all firms that submitted information in response to the advertisement, prior to the date selected for the interviews. If less than three persons or firms have responded to the advertisement, the committee shall hold interviews with those that did respond. The selection committee's determination as to which will be interviewed shall be in writing and shall be based upon its review and evaluation of all submitted materials. The written report of the committee shall specifically list the names of all persons and firms that responded to the advertisement and enumerate the reasons of the committee for selecting those to be interviewed. The purpose of the interviews shall be to provide such further information as may be required by the selection committee to fully acquaint itself with the relative qualifications of the several interested firms. **The**

District has designated the week of March 19, 2018 as the time that interviews will be conducted. (Procurement will call to setup interview date and time)

- D. Based upon these evaluations, the selection committee shall identify firms which, in its judgment, are well qualified to perform architectural services necessary for the District's building program. The selection committee's report listing such firms shall be in writing and shall include data substantiating its determinations. When the report is final, written notification of the election immediately shall be sent to all firms interviewed.

Note - There shall be no guaranty of work awarded to any firm, in any dollar amount. The District will award work to architectural firms, in its' sole opinion, will meet the District's best interest.

V. QUALIFICATION OF OFFEROR

1. By submitting a qualifications, the Principal on behalf of the Offeror represents that he/she has read and understands the request for qualifications requirements and that the qualifications is made in accordance therewith;
2. That he/she understands the services as outlined in the request for qualifications 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/engineering entity capable of providing architectural/engineering 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 qualifications;
5. 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 qualifications;
6. 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;
7. 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;
8. That the Principal takes full responsibility for timely submission of the proposal in accordance with the requirements of this request for proposal;
9. 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;
10. 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.
11. That the Offeror shall be required to have an automated computer system by which the Principal and staff of the Offeror shall be required to utilize to assist the District in program management and contract administration for any and all projects assigned to the Offeror.

VI. AWARD / CONTRACT TERM

It is the intention of the District to award to the three (3) highest ranked qualified responsible and responsive Offeror(s), in their particular discipline (except Civil Engineer since only 2 projects) for the District's Architectural and Engineering Services contract.

The award distribution of the Districts upcoming A&E projects will be determined by the proposal evaluation criteria and each firm will be given a grade. The projects are based on a particular discipline (Architectural, Mechanical, Civil, Roof Consultant (Certified) and will be awarded according to the projects listed in the scope of work on page 9. The top three (3) firms, in each discipline will be considered qualified to execute the work chosen (except Civil). If any one of the three (3) highest ranked the firms cannot perform the work due to work load restrictions, inability to meet time and budget requirements, or not able to agree on compensation that is fair and reasonable to the district, then that project will be passed on to the next highest ranked firm.

Contract Term: Initial (2) two year term, with the option to renew for one additional year. Total three (3) years.

As provided by the District's Procurement Code, the District will negotiate and approve contracts based on the appropriate set of AIA standard form agreements.

VII. PROPOSAL CONTENTS

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. Sections 2 – 10, submission cannot exceed 25 pages. If 25 pages are exceeded your proposal will NOT be considered.

Any portions of the submitted proposal that are to be treated by the District as **proprietary and confidential information** must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all systems meet the requirements of this RFP.

SECTION 1: Signatory / Information Sheets

Pages 1 and 21 of this solicitation, duly executed.

SECTION 2: Introduction

Provide an executive summary highlighting the major points of the proposal (two pages maximum).

SECTION 3: Principal's /team Lead Performance, Past and Current – 15 points

1. Indicate any services performed for School Districts or institutes of higher learning in the past five (5) years. Demonstrated successful previous performance for the District shall include, but not be limited to, in the estimation of the District:
 - a. Quality, completeness and timeliness of designs, drawings, specifications.
 - b. Responsiveness to plan changes, change order preparation.
 - c. Cost savings without sacrificing quality.
 - d. Knowledge and compliance with state and local codes.
 - e. Quality of project monitoring and contract administration.
 - f. Ability to motivate contractor to meet construction schedule.
 - g. Timeliness in reviewing shop drawings and completing project closeout.
 - h. Coordination with the State of South Carolina Office of School Facilities.

2. Provide at least three (3) references of school districts, special purpose districts, or county/state governments for whom you have provided designs and supervised construction of a school and or renovation or other comparable governmental facility. Give dates and other particulars of the jobs, contact persons and telephone numbers. It is preferred that these references be in close proximity to Charleston County or, at the least, within South Carolina.

SECTION 4: Ability & Capability of Key Staff & Consultants – 15 points

1. Size of firm/team, number of partners, the number of clerical staff and range of services offered in house.
2. Qualifications of partners and team/staff with emphasis on educational and public construction.
3. Reputation and professional standing in the architectural/engineering field, honors, memberships in local councils and AIA.
4. Qualifications of key consultants identified in the Official Proposal Form.

SECTION 5: Ability to meet time and budget requirements – 15 points

1. Experience in meeting design timelines and construction schedules with clearly established and proven methods for maintaining construction schedules.
2. Experience in meeting budget requirements while maintaining program goals, and, additional user requests.

SECTION 6: Principal's Experience & Creativity – 15 points

1. Experience in school construction – planning buildings to serve a specified program of education.
2. Experience with unique approaches, creativity in designs and site adaption, integration of the newest technologies. Examples may be provided.
3. Demonstrated sensitivity to functional, flexible and economical designs without sacrificing quality, aesthetics or functionality.

SECTION 7: Related experience on similar projects – 15 points

1. Describe experience with programs of similar size and nature, both in reference to the actual projects, as well as the overall program.

SECTION 8: Location – 10 points

1. Location of main office and satellite offices that would service this work and knowledge of the locality.

SECTION 9: Current/Projected Workload – 10 points

1. Offeror's current workload and time frames for completion.
2. Offeror's pending contracts and potential time frames for completion.
3. Demonstrated commitment to the District of key project personnel and clerical staff. Please identify and include resumes of the key project personnel with whom the District will be working directly with.

SECTION 10: MOB/WOB Considerations – 5 points

1. Identify past experiences in using MOB/WOBs as subcontractors or consultants.
2. Describe the method you would utilize to engage qualified MOB/WOBs.

SECTION 11:

Federal Standard Form 254 and Federal Standard Form 255, duly completed.

VIII. TERMS AND CONDITIONS

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the Procurement Official. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contract may assign monies receivable under the contract provided that the District shall have no obligation to make payments to an assignee until thirty days after contractor (not the assignee) has provided the Procurement Official with (i) proof of the assignment, (ii) the identify by contract number of the specific contract to which the assignment applies, and (iii) the name of the assignee and he exact address or account information to which assigned payments should be made. (b) if contractor amends, modifies, or otherwise changes its name, its identify (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Official prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and required approvals.

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

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

CONFERENCE – PRE-BID/PROPOSAL: When required and/or stated on Page 1 of this document the following will apply. Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

CONFERENCE – PRE-PERFORMANCE: Unless waived by the Procurement Officer, a pre-performance conference between the contractor and District's Procurement Officer shall be held at a location selected by the District within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Official, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Official, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Official shall be void and of no effect.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Procurement Official in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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.

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

FORCE MAJURE: The Contractor shall not be liable for any excess costs 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 the 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 the 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 any 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 schedule.

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 as the Notice Address on Page Two. Notice to the District shall be to the Procurement Official's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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 Official.

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's Procurement Code and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

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

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

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

WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Official has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

IX. SPECIAL INSTRUCTIONS

CHANGES:

(1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Official may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) **Adjustments of Price or Time for Performance.** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Official in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) **Claim Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

CONTRACTOR'S LIABILITY INSURANCE:

- a. 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 its officers, officials, employees and volunteers, 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, the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, officers, officials, employees and volunteers, 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 effect 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.

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: 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.

DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the district, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be

liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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 District 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.

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 Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Charleston County School District, its instrumentalities, agencies, departments, boards, 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 by the State of South Carolina (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District to accomplish the work specified in this solicitation and the contract.

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

OWNERSHIP OF DATA and MATERIALS: All data, material and documentation either prepared for the District pursuant to this contract shall belong exclusively to the District.

PRICE ADJUSTMENTS – LIMITED BY CIP "OTHER GOODS & SERVICES": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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

TERMINATION FOR CONVENIENCE – Indefinite Delivery/Indefinite Quantity Contracts: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

TERMINATION FOR CONVENIENCE: The Procurement Official may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Official may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Official: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to other terms of the contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

WARRANTY – Standard: Contractor must provide the manufacturer’s standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor this standard written warranty provided.

ARCHITECTURAL SERVICES INFORMATION FORM

Date of Offer: _____ **Federal Identification Number:** _____

Offeror Firm/Company Name: _____

Offeror Mailing/Street Address: _____

Offeror City / State / Zip: _____

Telephone Number: _____ **Fax Number:** _____

Website Address: _____

Name / Title of Principal: _____

Signature of Principal: _____

Principal's E-mail Address: _____

1. Are you certified as a MOB/WOB (minority owned business/woman owned business) by the State of South Carolina?
 Yes No If yes, provide certification number: _____ If no, would you qualify as a MOB/WOB based fifty-one percent (51%) ownership by a woman/women or person(s) of ethnic (non-white) origin?
 Yes No
2. Have you read and do you agree with the Offeror's representations listed in Part V of the request for qualifications?
 Yes No
3. Is the Principal on this cover sheet legally authorized to bind the Offeror? Yes No
4. Acknowledge receipt of all addenda issued: Addendum No. ___ Offeror's Initials _____
 Addendum No. ___ Offeror's Initials _____
5. Are you proposing use of any subcontractors to perform any activities under this contract?
 Yes No
 If yes, please identify subcontractors below.

<u>Type</u>	<u>Name</u>	<u>MOB / WOB</u>
Architectural	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Civil Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mechanical Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roofing Consultant (Cert)	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

6. Have you clearly listed any deviations from the requested scope of services or other conditions of this RFP and fully explained such deviations? Yes No