



PAGE TWO  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office/principal place of business):	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent):
PHONE NUMBER:	
EMAIL ADDRESS:	

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent):	<b>ORDER ADDRESS</b> (Address to which all purchase orders will be sent):
<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)

<b>ACKNOWLEDGEMENT OF AMENDMENTS:</b>
<u>Amendment Number</u> <u>Amendment Issue Date</u>
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

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

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## 1.0 GENERAL INFORMATION:

### 1.1 GENERAL INFORMATION:

The purpose and intent of this solicitation is to acquire services from qualified firms to provide the District with Facility Maintenance Management Services, complying with the enclosed description and/or specifications and conditions for the Beaufort County School District. Facility Maintenance Management Services include facility operations, maintenance, repair, and minor project support services for buildings, structures, and equipment at the District's schools and campuses and administrative and support services buildings. It is the expectation that the selected Contractor will fulfill the needs of the District as if it were managed internally.

Beaufort County, created in 1785, is the fastest growing county in South Carolina, stretching 30 miles along the Atlantic Ocean on its eastern side. Its area is 587 square miles including 64 major islands and thousands of small islands in the state's southeastern corner.

Beaufort County School District (BCSD) is the largest employer located in the County of Beaufort, South Carolina. It employs over 2,900 part-time and full-time employees. BCSD has 18 elementary schools/early childhood centers, 7 middle schools, 5 high schools, and 1 administrative office building.

By way of information, all proposers should understand that all or any portion of a proposed Project is subject to approval of the Beaufort County School Board ("Board"). Accordingly, the Owner reserves the right to accept or reject any proposal. Finally, the entire solicitation, procurement, and any contractual relationships related to this RFP are subject to the Owner's Procurement Code, including its dispute resolution and remedies limitations and procedures. At the discretion of Owner, if it becomes necessary to revise or clarify any part of this RFP, an addendum will be posted at <http://www.beaufort.k12.sc.us>. It is the Proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addendum issued by Owner shall become a formal part of this Request for Proposal. Owner assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, proposer inquiry, or response to proposer, or any other correspondence by the U.S. Postal Service, electronic transmission, facsimile, or any other method. Proposal responses transmitted by fax will not be considered. By submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about this solicitation, the Owner's Procurement Code, and all other Owner policies, and that the proposer generally has familiarized itself with the available current public information concerning the Owner and Beaufort County in general.

The Owner does not discriminate on the basis of age, sex, ethnic origin, religion, or disability in accordance with applicable laws and regulations. The Owner is an Affirmative Action/Equal Opportunity Employer.

### 1.2 RFP – TWO (2) PART PROCESS:

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

Each proposal set (technical and cost) shall be complete and submitted in the format requested in the following section, in order to facilitate timely evaluation of all of the proposals. Each proposer shall submit one (1) original and six (6) copies of both the technical and cost proposal. Each technical proposal shall be bound, sealed in an envelope or container, and marked as noted. Each cost proposal shall be sealed in a separate envelope.

**The Technical Proposal:** Each technical proposal shall be formatted as outlined in Section 3.0 (Instructions to Offerors). This format is utilized to speed the deliberations of the evaluation committee. Thus, the proposal should include only the information and materials requested, in clearly marked, separated sections. Do not include extra

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

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

**Good Faith Bond or Certified Check:** The Contractor shall include with the proposal a good faith bond or certified check for the sum of not less than five percent (5%) of the total amount of the first twelve months of the proposal as evidence of good faith and as a guarantee that if awarded the contract, the Contractor will execute the proposal and provide all items proposed as required by the request specifications. Good faith bonds and/or checks will be returned to all except the two (2) highest ranked Contractors within ten (10) days after the formal notice of intent to award the project. The bond or check of the second highest ranked Contractor will be returned as soon as the District and the successful Contractor have executed the contract or if no award has been made, within ninety (90) days after the opening of proposals.

1.3 PROPOSED SCHEDULE FOR CONTRACTOR SELECTION:

RFP available	February 6, 2014
Proposals due	March 20, 2014 at 2:00 PM EST
Proposals evaluated & short list created	April 2, 2014
Interviews	April 16, 2014
Notification of firm selected	April 23, 2014
Notice to Proceed	May 17, 2014
Start of Contract	July 1, 2014

1.4 MAXIMUM CONTRACT PERIOD - ESTIMATED:

July 1, 2014 through June 30, 2019 (Voluntary extensions beyond this contract period must be approved by the BCSD Superintendent)

1.5 SITE VISITS

Site visits have been scheduled for February 26 & 27, 2014 beginning with a Pre-Proposal Conference at 9:00 a.m. from the District Office at 2900 Mink Point Blvd., Beaufort, SC. The Pre-Proposal Conference will involve visitation of the BCSD schools with the BCSD staff. Please be prompt for boarding the transportation at the assigned departure time.

Attendance at the site visits will be considered part of the "Responsiveness" scoring of the Technical Proposal. Transportation will be provided for all. There will be no principal interviews, no contact with the principals or any other administrative staff except as may occur during the site visits. Any violations of this procedure will result in loss of points under the "Responsiveness" criteria for the Technical Proposal. All communications are to be with the BCSD personnel directly involved with the site visits. Any verbal questions, answers or discussion during the site visits are non-binding. This is the only scheduled site visit. Please be prompt for boarding the transportation at the assigned departure time.

1.6 CRIMINAL BACKGROUND CHECKS:

The authorized signature on the RFP certification page is certification that all supervisory and maintenance employees named have had and successfully passed, at a minimum, South Carolina Law Enforcement Division (SLED) criminal background checks and that all meet federal and state requirements for employment in K-12 facilities. A national background investigation of all supervisory and maintenance employees is preferred. The signature also certifies that any new supervisor or maintenance hire will have had and successfully passed a criminal background check and will meet the same federal and state requirements at the time of being hired.

## 2.0 SCOPE OF WORK

### 2.1 DESCRIPTION OF SERVICES

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

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

- (1) Predictive and preventive maintenance on each piece of electro/mechanical equipment owned by the District
- (2) Corrective maintenance on equipment, building structure, building systems and site facilities (detached structures, sidewalks, etc.) as needed
- (3) Provide the services to manage the work at all locations.
- (4) On-going minor construction activities.
- (5) Assist in project planning, proposal development activities, and cost estimating of all work as requested by the District for outsourcing work.
- (6) Performance of casualty prevention measures and activities
- (7) Maintenance of a fully computerized maintenance management system. The District currently uses School Dude as a CMMS.
- (8) Establishing and/or maintaining a work order system that will be used in requesting maintenance work and will serve as a means of instruction of work to be done. The system must record the cost and completion date of each work order, as well as be used to determine replacement needs for equipment or building systems.
- (9) Maintenance and management of current low voltage systems (e.g. CCTV, intrusion system, fire protection, etc.)
  - a. Building automation systems (Automated Logic Corporation)
  - b. Fire Alarm System (Simplex)
  - c. Access Control (Lenel)
  - d. CCTV
  - e. Security Alarm (Sonitrol)
- (10) Maintenance of an inventory system for supplies and parts
- (11) Maintain compliance with all local, state and federal requirements and applicable industry standards.
- (12) Pursue continued improvement in the appearance and condition of all buildings. The overall goal is to develop a program that will create and maintain a better learning environment for students in order to effectively support education.
- (13) Determine and implement appropriate level of staffing for building maintenance operations. All employees currently on the District's payroll are to remain on the District's payroll until separation. However, district employees shall have the option to accept employment with the vendor. All new hires are to be on vendor's payroll.
- (14) Minimum staffing levels must be maintained in accordance with recommended levels by AAPA's Operational Guidelines for Education Facilities.
- (15) Foster a system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth.
- (16) Enhance personnel development through a program of motivation, in-service education and training.
- (17) Pursue continued improvement of departmental performance through the utilization of specialized tools, equipment, technologies and processes.
- (18) Sustain the existing systems approach and quality assurance program to maintain and preserve desired level of service.
- (19) Manage maintenance services in the most cost-effective manner.
- (20) Continue a balanced preventive maintenance, corrective maintenance and capital preservation program.
- (21) Support BCSD's energy management program, consistent with SC mandated energy reduction program, resulting in substantial and sustainable energy savings from year to year for the District.
- (22) In cooperation with the Facilities Planning and Construction Department, assist with the development and maintaining of a comprehensive capitalization plan for facilities equipment and lifecycle replacement plan.
- (23) Provide excellent customer service to Maintenance Department's customers
- (24) Maintain facilities in compliance with Americans with Disabilities Act (ADA).

- (25) Assist the Facilities Planning and Construction Department in maintaining an electronic archive of equipment, warranty and maintenance records for all major equipment.
- (26) Provide consultation and technical advice in preparation of specifications for procurement of parts, supplies and services incidental to operations as requested. Recommend vendors as necessary.
- (27) Provide consultative and technical advice regarding the receipt, inspection, storage, safeguarding, and issuing of materials or items purchased.

## 2.2 DISTRICT FURNISHED PROPERTY

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

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

2.2.2.1 Portions of the 2 Bridge Street building is being used by others. Contractor shall be capable of maintaining this joint use facility.

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

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

2.2.4 Keys to District Facilities The Contractor will be given keys and combinations to the facilities' locks to facilitate performance of work. The Contractor shall establish a key control system to ensure that no keys issued to the Contractor by the District are lost, misplaced, or used by unauthorized persons. The Contractor shall reimburse the District for replacement of locks or for re-keying required as a result of the Contractor losing any key.

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

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

2.2.7 Equipment/Material Inventory The on-hand equipment and materials that belong to the District will be made available to the Contractor. The Contractor and the Contract Manager or his designee shall conduct a joint inventory before commencing work under this contract to verify the exact amount of the District furnished

materials. The Contractor shall then certify the findings of this inventory and assume accounting responsibility for all equipment and materials inventoried. Upon completion or termination of this contract, a second joint inventory shall be conducted to ensure all District furnished equipment and materials are accounted for. The Contractor shall be held liable for any missing equipment/materials listed in the initial inventory. If the District acquires any new equipment during the performance period of this contract, the Contractor shall update the Inventory and provide a copy to the Contract Manager.

- 2.2.8 Computers Computer workstations with network connections will be made available to the Contractor for use in the performance of this contract. Regardless of the serviceability of the abovementioned District - furnished equipment, the Contractor shall remain fully responsible for accomplishing all work requirements identified in this contract. The Contractor is responsible to furnish all additional equipment as may be required in order to accomplish all contract requirements.
- 2.2.9 Vehicles and Vehicle Maintenance District will provide vehicles on an as needed basis for the non-managerial staff of the Contractor. Any vehicle purchases will be at the discretion of the District. Contractor will ensure proper maintenance of District provided vehicles. Fuel and service will be provided for District-owned vehicles. Vehicles shall be not used for personal travel and must remain on premises after normal work hours unless approved by Contract Manager or designee.
- 2.2.10 Communication Equipment District will provide phones, cell phones and email accounts to all managerial level employees. All other communications equipment such as pagers, additional cell phones, etc. is the responsibility of Contractor.
- 2.2.11 Budgeting Assist with the preparation of necessary budgets, the analysis and explanation of variances of actual expenditures as compared with budget and the provision of financial and statistical data as requested. Monitor budget in order to remain in compliance with approved budget.

## 2.3 DISTRICT PROVIDED SERVICES

The District will provide the following services to the Contractor:

- 2.3.1 Utilities The utilities for District furnished facilities will be provided at no cost to the Contractor. Utilities are limited to electricity, water, heat, air conditioning, local telephone service with access to the local area network, and Internet connectivity. Telephones, Internet access, and Internet connectivity are for official use only. All applicable Contractor employees will sign a District Acceptable Use Policy upon employment with the Contractor.
- 2.3.2 Dumpster Removal
  - 2.3.2.1 The District will provide general trash removal services. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of petroleum products, paper, or greases on rags. These wastes can be disposed of in the general trash dumpsters. In case of bulk trash such as construction debris, the Contractor shall notify the waste management contractor for proper disposal.
  - 2.3.2.2 The Contractor shall be responsible for arranging to have the facility dumpsters and recycling containers emptied via the waste removal contract currently in place with the District. The contractor shall be responsible for managing the waste removal contract; including:
    - 2.3.2.2.1 Ensure that disposals are occurring as reported.
    - 2.3.2.2.2 Making suggestions on ways to reduce waste removal volume, number of disposals, and/or tipping fees.
    - 2.3.2.2.3 Monitoring sanitation around waste removal areas for signs of unwanted pests and rodents. Contractor shall make changes as needed in the waste removal area to limit pests and rodents.

## 2.4 CONTRACTOR PROVIDER FURNISHED ITEMS

The Contractor shall furnish the following:

- 2.4.1 Vehicles and Vehicle Maintenance Contractor shall provide vehicles for all management staff. Maintenance and fuel for such will be at the sole cost of the Contractor. Management staff will include:



Director, Assistant Director, Managers, Supervisors and any other exempt employees hired by the Contractor.

2.4.2 Drawings Any and all drawings and/or schematics developed by the Contractor for any of the equipment, systems, or subsystems covered by the contract shall become the property of the District, and shall be supplied to the Contract Manager upon completion. In addition, the Contractor shall update ("red line") current District facility drawings to reflect any changes resulting from repair work.

2.4.3 Personal Protective Equipment The Contractor shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

2.4.4 Uniforms The Contractor shall furnish the required uniforms with the Contractors' name permanently attached to the shirt. All Contractor personnel performing under the contract shall wear the approved uniforms at all times while on duty. Additionally, these uniforms shall be worn in a manner that they present a neat and orderly appearance at the beginning of each workday. Uniform types shall be presented to the Owner and approved by the Owner prior to beginning contract.

## 2.5 EMERGENCY OPERATIONS

2.5.1 The Contractor shall be required to operate the facilities covered by this contract during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, and the like. The Contractor and staff shall become thoroughly familiar with the occupancy emergency plans at each site. Participation in emergency plans shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The Contractor shall be responsible to support the emergency plans by performing specific actions as required by the District.

2.5.1.1 Assist in the collection of available documentary evidence of structural safety and building safety compliance (such as Statement of Construction and Fire Protection) as needed for accreditation requirements.

2.5.1.2 Maintain on file documents and certification of compliance with the requirements of applicable local, federal and fire marshal laws and regulations.

2.5.1.3 Make recommendations to administration to facilitate compliance with applicable building codes, fire prevention codes, state and/or federal occupational health and safety codes, and life safety codes.

2.5.1.4 Maintain good safety practices within the Maintenance Department and keep equipment, spaces and shops in clean and orderly condition.

2.5.1.5 As requested, assist in preparation of an external and internal emergency management plan and a disaster recovery plan.

2.5.1.6 Maintain maintenance areas (mechanical rooms, etc.) to ensure safe and orderly working conditions.

## 2.6 ENVIRONMENTAL HEALTH AND SAFETY

2.6.1 Vehicle and Traffic Safety Contractor's employees who lease or own private vehicles to drive on duty shall comply with licensing laws and regulations and adhere to insurance requirements as required by the State of South Carolina. Contractor's vehicles or employee personal vehicles are the responsibility of the Contractor and driver. The District shall not be held liable for any damage.

2.6.2 Accident Reports On-the-job accidents, involving Contractor employees or vehicles shall be reported to the District immediately. A Contractor written report shall be provided within 2 days of the accident to the Contract Manager.

2.6.3 Medical In case of an on-the-job injury, obtaining medical assistance shall be the Contractor's responsibility. The District will not furnish medical services except as may be needed to temporarily ease pain and suffering in extreme cases of on-the-job injury pending arrival of Contractor-arranged evacuation. The District will not be liable for services performed. The Contractor shall conduct the following training for Contractor personnel at the frequency indicated. Documentation of required training shall be made available to the District upon request.

- 2.6.4 Occupational Health and Safety Agency (OSHA) Program All work shall be conducted in a safe manner in accordance with OSHA current laws and regulations. The Contractor employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to train and provide employees with PPE and to replace worn or defective equipment as required by federal and state OSHA standards.
  - 2.6.5 OSHA Inspections The Contractor's workspace may be inspected periodically by District personnel and/or federal or state inspectors for OSHA violations. Abatement of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance by escorting and cooperating with federal or state OSHA inspectors if a complaint is filed. The Contractor shall pay any fines levied on the Contractor by federal or state OSHA Offices.
  - 2.6.6 Hazardous Waste Management The Contractor shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific state regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCBs (primarily in light ballasts); oil, batteries, lead and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury and alkaline batteries; and fluorescent light bulbs.
  - 2.6.7 Less-than-30-Day Accumulation Site The Contractor shall not store hazardous waste on site any longer than 30 days. Hazardous wastes generated by the performance of this contract shall accumulate in limited quantity at the site for up to 30 days until the waste can be picked up by a contractor qualified to dispose of hazardous waste. The Contractor shall designate a site manager who shall inspect the accumulation site, at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.
  - 2.6.8 Hazardous Waste Disposal Waste that is generated by the Contractor in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable local, state, and federal laws. This waste shall be disposed at the District's expense and all such waste must be treated as District property due to assignment of liabilities placed through applicable laws and regulations. Documentation showing the date, commercial firm performing the disposal and method of disposal shall be maintained a minimum of five (5) years and made available to the District upon request.
  - 2.6.9 Spill Reporting The Contractor shall notify the Contract Manager and Risk Manager immediately when any amount of hazardous material or waste is released to the environment or if a spill occurs.
  - 2.6.10 Environmental Inspections The Contractor's workspace may be periodically inspected by federal or state environmental inspectors from EPA. Abatement of violations shall be the responsibility of the Contractor or the District as determined by the Contract Manager based on documentation and evidence presented by both parties. The Contractor shall provide assistance to the District personnel escort and the federal or state inspectors if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by federal or state offices that are due to environmental protection violations and without reimbursement from the District. The Contractor may be held personally liable for any violations in this area.
- 2.7 QUALITY CONTROL Provide the following quality/performance reviews:
- 2.7.1 Conduct monthly facility inspections at each location.
  - 2.7.2 Participate in random inspections with a representative from the District.
  - 2.7.3 Maintain records of work accomplished in the Department. These will be maintained for review by the District upon request.
  - 2.7.4 The District shall retain complete and final jurisdiction in all determinations of the quality of services provided by the Contractor.
  - 2.7.5 Prepare a quarterly report of accomplishments. Review quarterly work with District staff. If quarterly work is unsatisfactory to District staff, Contractor shall be placed on Corrective Action Notice. Contractor shall develop Corrective Action Plan to be reviewed at upcoming quarterly meeting. If Plan and Work is still unsatisfactory, District may proceed to terminate the contract as detailed in section 6.2.17, Termination for Convenience.

- 2.7.6 The Contractor shall submit data, reports, schedules, plans, and/or action as applicable. In addition, the Contractor shall submit a Monthly Report that includes the data as shown following by the 5th workday of the following month. Failure to provide any required report may result in the monthly payments being delayed until the District receives such reports.
- 2.7.7 The Monthly Report shall include:
- 2.7.7.1 Current staffing and any changes
  - 2.7.7.2 Labor productivity
  - 2.7.7.3 Energy management data
  - 2.7.7.4 Work performed (e.g. number of work orders completed, number outstanding, etc.)
  - 2.7.7.5 Achievements
  - 2.7.7.6 Training accomplished
  - 2.7.7.7 Upcoming training
  - 2.7.7.8 Goals for next month
  - 2.7.7.9 Other items as requested by the District

### **3.0 INSTRUCTIONS TO OFFERORS:**

#### **3.1 GENERAL INSTRUCTIONS:**

##### **3.1.1 AMENDMENTS TO SOLICITATION (JAN 2004):**

- a) This solicitation may be amended at any time prior to opening. All actual and prospective offerors should monitor the following web address for the issuance of amendments:  
[http://www.beaufort.k12.sc.us/pages/BCSD/Departments/Operational\\_Services/Finance/Bids\\_Awards](http://www.beaufort.k12.sc.us/pages/BCSD/Departments/Operational_Services/Finance/Bids_Awards).
- 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 (2) two,
  - 3) by letter, or
  - 4) by submitting a proposal that indicates in some way that the offeror received the amendment.
- c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

##### **3.1.2 AWARD NOTIFICATION (JUNE 2006):**

Notice regarding any award or cancellation of award will be posted at the location specified on the cover page. The date and location of posting will be announced at opening. If the contract resulting from this solicitation has a total or potential value greater than fifty thousand (\$50,000) dollars, such notice will be sent to all offerors responding to the solicitation. Should the contract resulting from this solicitation have a potential value of one hundred thousand (\$100,000) 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.

##### **3.1.3 PROPOSAL AS OFFER TO CONTRACT (JAN 2004):**

By submitting your proposal, you are offering to enter into a contract with the BCSD. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror in this solicitation. An offer may be submitted by only one legal entity. "Joint bids" are not allowed.

##### **3.1.4 PROPOSAL ACCEPTANCE PERIOD (JAN 2004):**

In order to withdraw your offer after the minimum period specified on the cover page, you must notify the Procurement Officer in writing.

- 3.1.5 PROPOSAL IN ENGLISH & DOLLARS (JAN 2004):  
Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.
- 3.1.6 BOARD AS PROCUREMENT AGENT (JAN 2004):
- a) Authorized Agent: All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.
- b) Purchasing Liability: The Procurement Officer is an employee of the Board acting on behalf of the District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.
- 3.1.7 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):
- a) By submitting on offer, offeror certifies, to the best of their knowledge and belief, that
- 1) Offeror and/or any of it principals
    - i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - ii) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - iii) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.
  - 2) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- c) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) If offeror is unable to certify the representations stated in paragraphs a) 1) and 2), offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the offeror's responsibility. Failure of the offeror to furnish additional information as requested by the Procurement Officer may render the offeror non-responsible.
- e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- f) The certification in paragraph a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the BCSD, the Procurement Officer may terminate the contract resulting from this solicitation for default.
- 3.1.8 CODE OF LAWS AVAILABLE:  
The Beaufort County School District Procurement Code is available at [http://www.beaufort.k12.sc.us/files/\\_lblij\\_/bc266f956b4ae8103745a49013852ec4/Procurement\\_Code\\_8-2012.pdf](http://www.beaufort.k12.sc.us/files/_lblij_/bc266f956b4ae8103745a49013852ec4/Procurement_Code_8-2012.pdf).  
The South Carolina Regulations are available at <http://www.scstatehouse.gov/code/t11c035.php>.
- 3.1.9 COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006):  
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 proposal. Do not modify the solicitation document itself (including proposal schedule). (Applicable only to offers submitted on paper.)

3.1.10 DEADLINE FOR SUBMISSION:

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

3.1.11 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

By submitting an offer, offeror certifies that, if awarded a contract, contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the SC Code of Laws, as amended.

3.1.12 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 BCSD's attention.

3.1.13 ETHICS ACT (JAN 2004):

By submitting an offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention:

- a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790,
- b) Recovery of kickbacks – Section 8-13-790,
- c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720,
- d) Use or disclosure of confidential information – Section 8-13-725, and
- e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

3.1.14 OMIT TAXES FROM PRICE (JAN 2004):

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

3.1.15 PROTESTS (JAN 2006):

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

3.1.16 PUBLIC OPENING (JAN 2004):

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

3.1.17 QUESTIONS FROM OFFERORS (JAN 2004):

- 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 Officer 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 Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors.
- b) The BCSD seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the solicitation that unnecessarily or inappropriately limits full and open competition.

3.1.18 REJECTION/CANCELLATION:

The BCSD may cancel this solicitation in whole or in part. The BCSD may reject any or all proposals in whole or in part.

### 3.1.19 RESPONSIVENESS / IMPROPER OFFERS (JAN 2004):

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

### 3.1.20 RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004):

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, you agree not to discuss this procurement activity in any way with the District or its employees, agents, or officials. All communications must be solely with the Procurement Officer. 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 the District or its employees, agents or officials prior to award.

### 3.1.21 SIGNING YOUR OFFER (JAN 2004):

Every offer must be signed by an individual with actual authority to bind the offeror.

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

### 3.1.22 STATE OFFICE CLOSINGS:

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

### 3.1.23 SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002):

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)):

- a) For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that offeror contends contains information that is exempt from public disclosure because it is either
  - 1) a trade secret as defined in Section 30-4-40(a)(1) or
  - 2) privileged and confidential, as that phrase is used in Section 11-35-410.
- b) For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
- c) For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that offeror contends is protected by Section 11-35-1810.
- d) All markings must be prominent; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the BCSD may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page.
- e) By submitting a response to this solicitation or request, offeror
  - 1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
  - 2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
  - 3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
- f) In determining whether to release documents, the BCSD will detrimentally rely on offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED".
- g) By submitting a response, offeror agrees to defend, indemnify and hold harmless BCSD, its officers, and its employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the BCSD withholding information that offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

### 3.1.24 SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004):

- 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 paragraph 1) a) and b) 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.

### 3.1.25 TAXPAYER IDENTIFICATION NUMBER (JAN 2004):

- 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:

- 1) "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.
- 2) "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
  - 1) 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;
  - 2) offeror is an agency or instrumentality of a state or local government;
  - 3) offeror is an agency or instrumentality of a foreign government; or
  - 4) offeror is an agency or instrumentality of the federal government.

#### 3.1.26 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 proposal may be withdrawn in person by an offeror 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 proposal. The withdrawal and correction of offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## 4.0 SPECIAL INSTRUCTIONS

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

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

### 4.0.2 DISCUSSION WITH BIDDERS (JAN 2006):

After opening, the Procurement Officer, in her/his sole discretion, may initiate discussions with offeror in regards to their bid/proposal.

### 4.0.3 OPENING PROPOSALS – INFORMATION NOT DIVULGED:

In competitive sealed proposals, offeror information and prices will not be divulged at opening.

### 4.0.4 PROTEST – CPO:

Any protest must be submitted in writing to the BCSD Chief Procurement Officer, P. O. Drawer 309, 2900 Mink Point Blvd., Beaufort, SC 29901-0309.

## 5.0 AWARD CRITERIA:

### 5.1 AWARD CRITERIA – PROPOSALS:

The School District intends to award a contract resulting from this Request for Proposals to the responsive and responsible proposer whose proposal is determined to be the most advantageous to the District, taking into consideration cost and evaluation factors set forth in section 5.0.2.3.

### 5.2 PROPOSAL EVALUATION (Technical Portion – 100 Possible Points)

- 5.2.1 Section 1: Signatory / Information Sheets – The Proposal Certification (pages 1 & 28 of this document)
- 5.2.2 Section 2: Introduction : Provide an executive summary highlighting the major points of the submittal (two pages maximum)
- 5.2.3 Section 3: Contractor's Management Qualifications
  - 5.2.3.1 Experience with projects of similar scope and complexity.
  - 5.2.3.2 Demonstrated ability of the Company and project team members to successfully perform the Scope of Work requested by the RFP (including required business/special licenses and permits)
- 5.2.4 Proposing Organization References/History
  - 5.2.4.1 Proposers past contract management experience and references on similar projects including both the proposer and the individual personnel listed by the proposer.



- 5.2.4.2 Proposer must include at least five (5) recent references, with client company's name, name of contact person, correct daytime telephone number, and e-mail address.
- 5.2.4.3 Proposer must include audited financial statements for the past two years.
- 5.2.5 Management Plan:
  - 5.2.5.1 The Contractor will be evaluated on demonstrated ability to control, coordinate and direct its resources to fulfill the performance requirements as stated in this RFP. The evaluation will be based on, but not limited to an assessment of the sub factor elements as listed below.
  - 5.2.5.2 Technical Plan: Evaluation of overall understanding and approach will be based upon the extent to which the Contractor clearly understands and can perform/conduct all of the activities in the SOW and requirements set forth in this RFP. Evaluation will include an assessment of the Contractor's Building Maintenance Plans, services call processes, preventive maintenance and certification practices, and project support capabilities.
  - 5.2.5.3 Staffing Plan:
    - 5.2.5.3.1 Exhibits 3, 4 & 5 of this document contain information regarding the current Staffing Plan.
    - 5.2.5.3.2 Contractor shall submit a proposed Staffing Plan. This shall include the Contractor's organizational structure, personnel, scheduling procedures and staffing and retention practices.
    - 5.2.5.3.3 Contractor shall describe the basic Staffing Plan being submitted. Point out any differences between the Contractor's Staffing Plan and Exhibits 3, 4 & 5. State reasons for differences and the benefits to BCSD.
    - 5.2.5.3.4 Describe the required certification and experience required by the trade/discipline qualifications for each position.
    - 5.2.5.3.5 Describe the Contractor's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract, with examples of previous successful recruiting/staffing efforts on contract(s) of similar magnitude. The recruitment/hiring practices will clearly identify the Contractor's procedures to assure it can provide both key and non-key personnel will who meet, or exceed, the certification and experience required both initially and over the life of the contract.
- 5.2.6 Transition Plan:
  - 5.2.6.1 The Contractor shall develop a Transition Plan. The Contractor shall develop a timeline for the Contractor's personnel, as identified in the proposal, to be on-site.
  - 5.2.6.2 Transition Plan shall detail how contractor will retain existing personnel employed to work on the maintenance of the BCSD facilities.
  - 5.2.6.3 Detail transition for any major equipment or software changes proposed by the Contractor to achieve the Scope of Work described in this RFP.

5.3 COST PROPOSAL PROGRAM (Contract Costs Portion – 50 points)  
 The cost to the District of the program proposed is 50 points to be awarded to the most advantageous Cost Proposal and proportionally fewer points to the others. Because pricing structures, discounts, quality options, and many other factors may vary in ascertaining the cost of the scope of work requested, the Cost Proposal scores may not necessarily be scored in direct mathematical proportion to any stated value

5.4 PROPOSAL WARRANTY  
 The proposer shall represent and warrant that the requirements are fully understood in all matters affecting the performance of the services and furnishing the labor, supplies, material and equipment required to provide these services; that the proposal has been checked for errors and omissions; that the prices stated are correct and as intended; and that costs stated are a complete and correct statement of prices for performing the work or furnishing the labor, supplies, materials, and equipment in accordance with the contract documents.

5.5 ACCEPTANCE OR REJECTION OF PROPOSALS  
 5.5.1 The District reserves the right to reject any or all proposals when such rejection is in the best interest of the District; to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the proposal of a proposer who, in the opinion of the District, is not in a position to perform adequately the contract requirements.  
 5.5.2 The District reserves the right to reject any or all proposals, any part or parts of a proposal, waive any technicalities, and award any portion of or the entire contract in a manner that is in the best interest of the District.  
 5.5.3 The District reserves the right to award this bid in total or in part according to the best interests of BCSD. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.

5.5.4 It is the intention of the Beaufort County School District to enter into exclusive negotiations for the award of a contract per cluster to the responsible and responsive proposer(s) based on the evaluation of the firms and the cost proposal submitted.

5.5.5 It is understood and agreed that BCSD reserves the right to increase or decrease areas of responsibility or modify conditions and specifications by mutual agreement with the selected contractor(s), both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.

## 5.6 PROPOSAL TERM

The proposal shall be binding upon the proposer in all respects for a period of 90 days from the proposal due date or as otherwise mutually extended in writing by both District and contractor.

## 5.7 ORAL PRESENTATIONS:

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

## 5.8 NEGOTIATIONS (JAN 2006):

The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

## 5.9 UNIT PRICE GOVERNS (JAN 2006) –

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

## 6.0 TERMS & CONDITIONS:

### 6.1 GENERAL:

#### 6.1.1 ASSIGNMENT (JAN 2006):

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

#### 6.1.2 BANKRUPTCY (JAN 2006):

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 five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all BCSD contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. This Contract is voidable and subject to immediate termination by the BCSD upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

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

#### 6.1.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006):

a) Any contract resulting from this solicitation shall consist of the following documents:

- 1) a Record of Negotiations, if any, executed by the offeror and the Procurement Officer,
- 2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable,
- 3) the solicitation, as amended,
- 4) modifications, if any, to the offer, if accepted by the Procurement Officer,
- 5) the offer,
- 6) any statement reflecting the BCSD's final acceptance (a/k/a "award"), and
- 7) purchase orders.

These documents shall 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:
  - 1) a purchase order or other instrument submitted by the BCSD or
  - 2) 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 BCSD. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**6.1.5 DISCOUNT FOR PROMPT PAYMENT (JAN 2006):**

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

**6.1.6 DISPUTES (JAN 2006):**

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

**6.1.7 EQUAL OPPORTUNITY (JAN 2006):**

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

**6.1.8 FALSE CLAIMS (JAN 2006):**

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

**6.1.9 FIXED PRICING REQUIRED:**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as noted on Exhibit A (Offer Sheet), contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**6.1.10 NON-INDEMNIFICATION (JAN 2006):**

Any term or condition is void to the extent it requires BCSD to indemnify anyone.

**6.1.11 NOTICE (JAN 2006):**

- a) After award, any notices shall be in writing and shall be deemed duly given
  - 1) upon actual delivery, if delivery is by hand,
  - 2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or
  - 3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the BCSD shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

6.1.12 PAYMENT (JAN 2006):

- a) The BCSD shall pay the contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the BCSD.
- b) Unless the purchase order specifies another method of payment, payment will be made by check or purchasing card.
- c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

6.1.13 PUBLICITY (Jan 2006):

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

6.1.14 SETOFF (JAN 2006):

The BCSD shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the BCSD's option to withhold for the purposes of set-off any moneys due to the contractor under this contract up to any amounts due and owing to the BCSD with regard to this contract, any other contract with any BCSD department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the BCSD for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6.1.15 SURVIVAL OF OBLIGATIONS (JAN 2006):

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

6.1.16 TAXES (JAN 2006):

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

6.1.17 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):

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

6.1.18 THIRD PARTY BENEFICIARY (JAN 2006):

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

6.1.19 WAIVER (JAN 2006):

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

**6.2 SPECIAL:**

6.2.1 CHANGES (JAN 2006):

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

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

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

6.2.2 COMPLIANCE WITH LAWS (JAN 2006):

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

6.2.3 CONTRACT LIMITATIONS (JAN 2006):

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

6.2.4 CONTRACTOR'S LIABILITY INSURANCE (JAN 2006):

- a) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
  - 2) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
  - 3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
  - 4) claims for damages insured by usual personal injury liability coverage;

- 5) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
  - 6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
  - 7) claims for bodily injury or property damage arising out of completed operations; and
  - 8) claims involving contractual liability insurance applicable to the contractor's obligations under the provision entitled Indemnification – Third Party Claims.
- b) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:
- 1) Premises – Operations,
  - 2) Independent Contractor's Protective,
  - 3) Products and Completed Operations,
  - 4) Personal and Advertising Injury,
  - 5) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims,
  - 6) Broad Form Property Damage including Completed Operations, and
  - 7) Owned, Non-owned and Hired Motor Vehicles.
- c) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:
- General Liability:**
- \$1,000,000 Each Occurrence
  - \$ 50,000 Fire
  - \$1,000,000 General Aggregate
  - \$1,000,000 Products – Completed Operations
- Automobile Liability:**
- \$1,000,000 Combined Single Limit
- Workers' Compensation:**
- Statutory
- d) Required Documentation:
- 1) Prior to commencement of the work, contractor shall provide to the BCSD a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.
  - 2) Prior to commencement of the work, contractor shall provide to the BCSD a written endorsement to the contractor's general liability insurance policy that
    - i) names BCSD (as identified on the Cover Page) as an additional insured,
    - ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the BCSD has been given at least thirty (30) days prior written notice, and
    - iii) provides that the contractor's liability insurance policy shall be primary, with any liability insurance of the BCSD as secondary and noncontributory.
  - 3) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.
- e) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.
- f) The BCSD's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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

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

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

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

#### 6.2.7 DEFAULT – (JAN 2006):

- (a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –
  - i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
  - ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause) or
  - iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 19 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.
- (b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any
  - 1) completed supplies, and
  - 2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.
- (f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the procurement officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- (h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 6.2.8 ILLEGAL IMMIGRATION (NOV. 2008):

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the

State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**6.2.9 INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006):**

- a) Notwithstanding any limitation in this agreement, contractor shall defend and indemnify the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim.
  - b) BCSD shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel.
  - c) BCSD shall allow contractor to settle such suit or claim so long as
    - 1) all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor, and
    - 2) the settlement imposes no non-monetary obligation upon BCSD.
  - d) BCSD shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor.
  - e) BCSD shall reasonably cooperate with contractor's defense of such suit or claim.
- The obligations of this clause shall survive termination of the parties' agreement.

**6.2.10 LICENSES AND PERMITS (JAN 2006):**

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

**6.2.11 NEPOTISM POLICY:**

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

**6.2.12 OFFEROR'S RELATIONSHIP WITH BCSD:**

Bidders and/or subcontractors shall not employ individuals to be present on any BCSD property who are under investigation for, have been charged with, or convicted of, any crimes against children or any drug related crimes. Individuals, who are under investigation for, have been charged with sex offenses, or convicted as a sex offender shall not be employed for work on any BCSD property at any time. Bidders and/or subcontractors who have employees that are being investigated, or who are charged with or convicted of such crimes during the period of performance of an existing contract shall report the occurrence to the BCSD's Project Manager or the Procurement Department immediately. Failure to follow these requirements shall result in the immediate termination, without penalty to the BCSD, of any contract/agreement/award which may exist between the BCSD and the bidder or subcontractor.

**6.2.13 MATERIAL AND WORKMANSHIP (JAN 2006):**

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

**6.2.14 PRICE ADJUSTMENTS (JAN 2006):**

- a) Method of Adjustment: Any adjustment in the contract price made pursuant to a clause in this RFP shall be consistent with this RFP and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the contractor (including profit, if otherwise allowed):



- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - 2) by unit prices specified in the contract or subsequently agreed upon;
  - 3) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the contract; or subsequently agreed upon;
  - 4) Consumer Price Index (CPI): Contract prices for services will remain firm through June 2015. Contractors must request annual price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the District receives their written request.  
Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Area.  
The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July through December 2013; and each July through December six month average thereafter. The percentage difference between those two CPI issues will be the annual price adjustment rate. Said price adjustment may not, under any circumstances, exceed three (3) percent of the price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed. ; or,
  - 5) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- b) Submission of Price or Cost Data: Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**6.2.15 PURCHASING CARD:**

Contractor agrees to accept payment by the Beaufort County School District Purchasing Card at no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order.

**6.2.16 STORAGE OF MATERIALS (JAN 2006):**

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

**6.2.17 TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:**

The effective date of this contract is the first day of the Maximum Contract Period. The initial term of this agreement is three (3) years from the effective date. With the exception of a voluntary extension subject to BCSD Superintendent’s approval, this contract expires no later than the last date stated on the maximum contract period.

**6.2.18 TERMINATION FOR CONVENIENCE – (JAN 2006):**

- 1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- 2) Contractor’s Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor’s right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer:
  - (a) Any completed supplies; and
  - (b) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance

with the standards of Uniform commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

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

## 7.0 ATTACHMENTS TO SOLICITATION

### Minority and Woman Business Enterprise Policy and Requirements

***Mission of the Beaufort County School District Board of Education: To serve the community by providing the opportunity for each student to receive a highly effective education***

#### Statement of Policy

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

#### M/WBE Compliance

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

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

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

- Companies involved in joint venture Mentor/Protégé arrangements must be of a different race or gender ownership.
- Each eligible bidder shall submit with each bid submission on an eligible contract:
  1. A complete and signed subcontractor plan. Eligible bidders who submit bid proposals which fail to utilize minority- and/or female-owned business enterprises at a level consistent with availability, must submit documentation detailing their “good faith outreach efforts” to utilize minority- and/or female owned firms.
  2. Written documentation demonstrating the eligible bidder’s good faith efforts to identify, contract with, or utilize businesses, including certified M/WBEs, as sub-contractors or suppliers on the eligible project.
- Acceptable good faith effort documentation:
  1. The eligible bidder contacted the District Purchasing and Contract Compliance Offices, other private sector and government entities, or M/WBEs organizations, to identify available businesses to work on the eligible bidder project, including minority-and woman-owned firms.
  2. The eligible bidder placed notices of opportunity for minority-and woman-owned firms to perform subcontracting work on the eligible project in newspapers, trade journals and other relevant publications specifically targeted to M/WBEs, or communicated such notices or opportunities via the Internet or by other available media means.
  3. The eligible bidder submitted invitations to bid for work on the eligible project to qualified businesses, including minority-and woman-owned firms.
  4. The eligible bidder included in such notices and invitations, a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
  5. The eligible bidder promptly responded to inquiries, provided necessary physical access and time for all interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time to allow all interested businesses to prepare bids and quotes, regardless of race, gender or ethnicity.
  6. The eligible bidder considered, hired, or otherwise utilized qualified and available businesses for an eligible project, including minority-and woman-owned firms.

7. For each business which contacted or was contacted by the eligible bidder regarding sub-contracting or services on the eligible project, the eligible bidder shall maintain all written documents reflecting such contact, including bids, quotes and proposals.

**Subcontractor Participation**

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

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

**Business Utilization Report**

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with BCSD. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

**Business Enterprise Utilization Report**

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

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

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

Vendor/Sub-Contractor Name	Ethnic/Racial/ Gender Group/Code	Complete Address and Phone Number	Dollar Value	Fed Id No.	Describe Work to be Sub-Contracted

**Statement of Intent**

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

---

Signature

---

Date

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

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

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

## EXHIBIT 1

### LOCATION OF FACILITIES

<u>Description</u>	<u>Street Address</u>
ADULT EDUCATION	1300 King Street, Beaufort SC 29902
DISTRICT EDUCATIONAL SUPPORT CENTER	2900 Mink Point Blvd., Beaufort SC 29902
MAINTENANCE WAREHOUSE	2950 Mink Point Blvd., Beaufort SC 29902
MAINTENANCE ANNEX	2 Bridge Street, Bluffton SC 29901
PINK HOUSE (LOCATED AT LIMS)	20 Cougar Drive, Beaufort SC 29907
ST HELENA EARLY CHILDHOOD	1031 Sea Island Parkway, St Helena Island SC 29920
HILTON HEAD EARLY CHILDHOOD	165 Pembroke Drive, Hilton Head Island SC 29926
BLUFFTON EARLY CHILDHOOD	H.E. McCracken Circle, Bluffton SC 29910
BEAUFORT ELEMENTARY	1800 Prince Street, Beaufort SC 29902
COOSA ELEMENTARY	45 Middle Road, Beaufort SC 29907
LADY'S ISLAND ELEMENTARY	73 Chowan Creek Bluff, Beaufort SC 29907
MOSSY OAKS ELEMENTARY	2510 Mossy Oaks Blvd., Beaufort SC 29902
PORT ROYAL ELEMENTARY	1214 Paris Avenue, Port Royal SC 29935
ST HELENA ELEMENTARY	1025 Sea Island Parkway, St. Helena SC 29920
BROAD RIVER ELEMENTARY	474 Broad River Road, Beaufort SC 29906
RIVERVIEW CHARTER SCHOOL	81 Savannah Highway, Beaufort SC 29906
SHANKLIN ELEMENTARY	121 Morrall Drive, Beaufort SC 29906
DAVIS ELEMENTARY	364 Kean Neck Road, Seabrook SC 29940
WHALE BRANCH ELEMENTARY	15 Stuart Point Road, Seabrook SC 29941
DAUFUSKIE ELEMENTARY	P.O. Box 54, Daufuskie Island SC 29915
HHI IB ELEMENTARY	30 School Road, Hilton Head Island SC 29926
HHI SCHOOL FOR CREATIVE ARTS	10 Wilborn Road, Hilton Head Island SC 29926
BLUFFTON ELEMENTARY	160 H.E. McCracken Circle, Bluffton SC 29910
OKATIE ELEMENTARY	53 Cherry Point Road, Okatie SC 29909
MC RILEY ELEMENTARY	200 Burnt Church Road, Bluffton SC 29910
MC RILEY EARLY CHILDHOOD CENTER	Burnt Church Road, Bluffton SC 29910
RED CEDAR ELEMENTARY	10 Box Elder Street, Bluffton SC 29910
PRITCHARDVILLE ELEMENTARY	9447 Evan Way, Bluffton SC 29910
BEAUFORT MIDDLE	2501 Mossy Oaks Blvd., Beaufort SC 29902
LADY'S ISLAND MIDDLE	30 Cougar Drive, Beaufort SC 29907
ROBERT SMALLS PreK - 8	43 W.K. Alston Drive, Beaufort SC 29906
WHALE BRANCH MIDDLE	2009 Trask Parkway, Seabrook SC 29941
HILTON HEAD MIDDLE	55 Wilborn Road, Hilton Head Island SC 29926
HE MCCRACKEN MIDDLE	250 H.E. McCracken Circle, Bluffton SC 29910
BLUFFTON MIDDLE SCHOOL	30 New Mustang Drive, Bluffton SC 29910
BEAUFORT HIGH SCHOOL	84 Sea Island Parkway, Beaufort SC 29907
BATTERY CREEK HIGH SCHOOL	1 Blue Dolphin Drive, Beaufort SC 29906
WHALE BRANCH EARLY COLLEGE HIGH SCHOOL	169 Detour Road, Seabrook SC 29940
HILTON HEAD HIGH SCHOOL	70 Wilborn Road, Hilton Head Island SC 29926
BLUFFTON HIGH SCHOOL	12 H.E. McCracken Circle, Bluffton SC 29910
RIGHT CHOICES	2900 Mink Point Blvd., Beaufort SC 29902
BURROUGHS AVENUE	302 Burroughs Avenue, Beaufort SC 29902

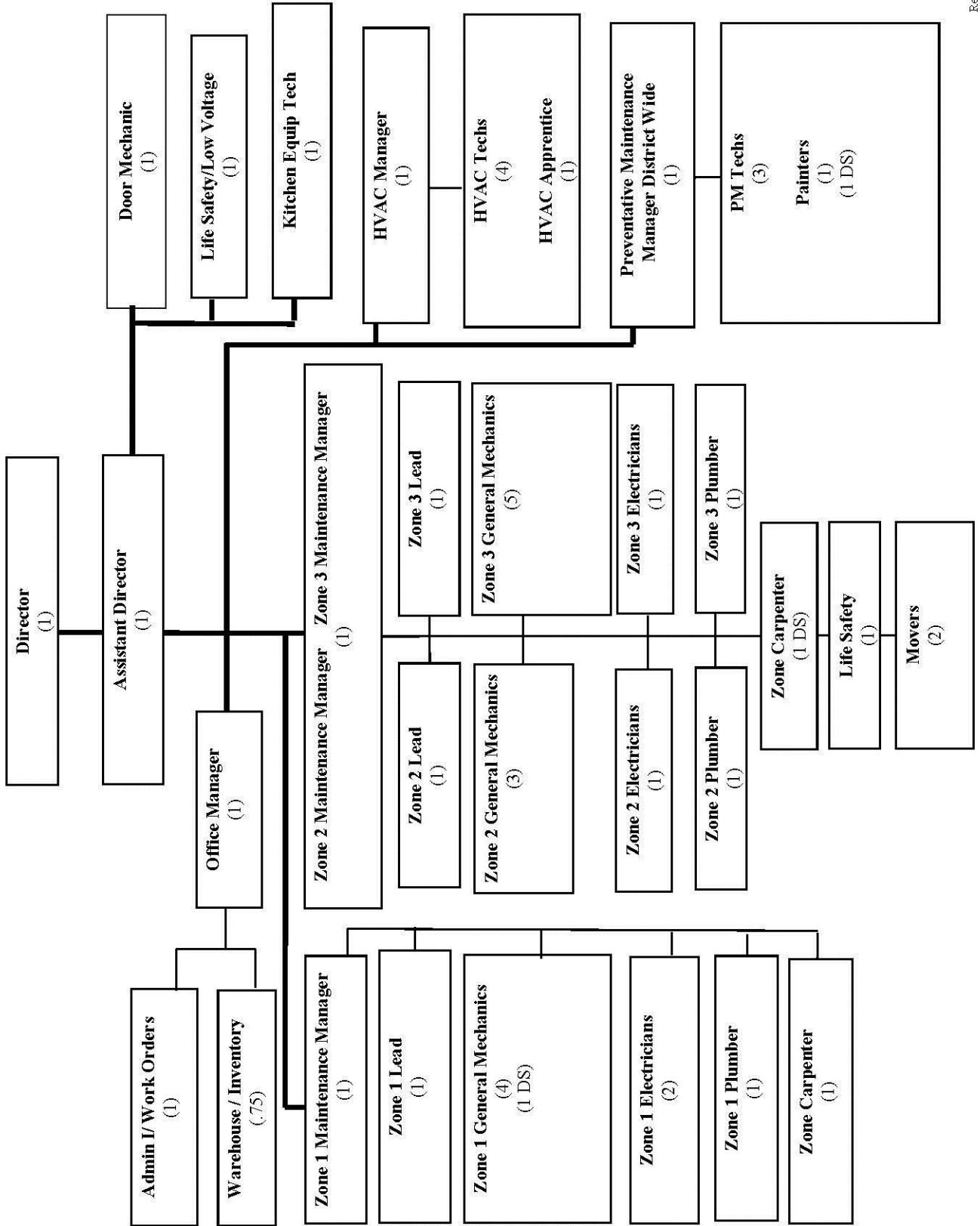
## EXHIBIT 2

### FACILITIES INFORMATION

<u>Description</u>	<u>SQ. FT</u>	<u>YR. BLT</u>	<u>ADDITIONS / RENOVATIONS</u>
ADULT EDUCATION	18,073	1968	
DISTRICT EDUCATIONAL SUPPORT CENTER	118,593	1972	2011
MAINTENANCE WAREHOUSE	16,000	1986	
MAINTENANCE ANNEX	7,250	1982?	
PINK HOUSE (LOCATED AT LIMS)			
ST HELENA EARLY CHILDHOOD	34,787	2004	
HILTON HEAD EARLY CHILDHOOD	71,118	2006	
BLUFFTON EARLY CHILDHOOD	42,829	2009	
BEAUFORT ELEMENTARY	102,180	1986	
COOSA ELEMENTARY	75,233	1998	
LADY'S ISLAND ELEMENTARY	58,085	1963	2003
MOSSY OAKS ELEMENTARY	69,416	1962	2004
PORT ROYAL ELEMENTARY	45,260	1911	2003
ST HELENA ELEMENTARY	68,086	1970	2004
BROAD RIVER ELEMENTARY	75,071	1957	2003
RIVERVIEW CHARTER SCHOOL	68,086	1968	2004
SHANKLIN ELEMENTARY	74,986	1994	2010
DAVIS ELEMENTARY	61,993	1991	2008
WHALE BRANCH ELEMENTARY	69,113	1999	
DAUFUSKIE ELEMENTARY	5,626	2001	
HHI IB ELEMENTARY	163,591	1974	2001
HHI SCHOOL FOR CREATIVE ARTS	118,543	1974	2001
BLUFFTON ELEMENTARY	83,386	1999	
OKATIE ELEMENTARY	90,978	2003	2007
MC RILEY ELEMENTARY	71,597	1991	2010
MC RILEY EARLY CHILDHOOD CENTER	42,613	2009	
RED CEDAR ELEMENTARY	97,516	2009	
PRITCHARDVILLE ELEMENTARY	105,909	2010	
BEAUFORT MIDDLE	116,067	1959	2001
LADY'S ISLAND MIDDLE	144,226	1984	2002
ROBERT SMALLS PREK - 8	143,826	1984	2014
WHALE BRANCH MIDDLE	115,000	1999	
HILTON HEAD MIDDLE	133,565	1992	
HE MCCrackEN MIDDLE	133,072	2000	
BLUFFTON MIDDLE SCHOOL	139,215	2010	
BEAUFORT HIGH	183,000	2004	2010
BATTERY CREEK HIGH	211,477	1991	1997/2009
WHALE BRANCH EARLY COLLEGE HIGH SCHOOL	124,000	2010	
HILTON HEAD HIGH	231,768	1983	2010
BLUFFTON HIGH	183,000	2004	
RIGHT CHOICES	6,665	1974	2009/2014
BURROUGHS AVENUE	22,820	1955	

Exhibit 3

# Organization Chart





**EXHIBIT 4**

**District's Current Employees**  
**As District Employees leave the District**  
**The Open Positions become the Contractor's**

Maintenance

Carpenter	1
General Maintenance	1
Painter	1

## **EXHIBIT 5**

# **Employee Listing and Minimum Requirements**

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

**EXHIBIT 6**

**PRICING SHEET**

**For**

**Maintenance Oversight**

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

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