

	<b>Dorchester School District Two</b>  <b>Request for Qualifications</b>	Solicitation Number: 2425-004 Date: September 23, 2024 Procurement Official: Ashley Cash, CPPB Phone: (843)695-5386 E-Mail Address: <a href="mailto:ascash@dorchester2.k12.sc.us">ascash@dorchester2.k12.sc.us</a>	
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**DESCRIPTION:** Construction Management at Risk Services for Five (5) Major Building Addition Projects

*The Term "Offer" Means Your "Bid" or "Proposal".*

**SUBMIT OFFER BY: October 15, 2024 at 10:00 AM**

See "Deadline For Submission Of Offer" provision.

**QUESTIONS MUST BE RECEIVED BY: October 2, 2024 by 5:00 PM**

See "Questions From Offerors" provision.

**NUMBER OF COPIES TO SUBMIT: Six (6) originals and One (1) thumb drive (all documents as a single PDF)**

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

**SUBMIT A SEALED OFFER TO:**

Dorchester School District Two  
815 South Main Street  
Summerville, SC 29483  
Attention: Ashley Cash, CPPB  
RFQ# 2425-004

See "Submitting Your Offer" provision.

<b>CONFERENCE TYPE:</b> N/A  <b>DATE &amp; TIME:</b>	<b>LOCATION:</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above on <b>October 29, 2024</b> . This solicitation, and any amendments will be posted at the following web address: <a href="#">Solicitations &amp; Awards</a> It is the responsibility of the offeror to check this website for amendments.
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You must submit a signed copy of this form with each copy of Your Offer. The pages of this form do not count towards any page requirements or limitations of any part of Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

<b>NAME OF OFFEROR</b> <small>(Full legal name of business submitting the offer)</small>	<b>OFFEROR'S TYPE OF ENTITY:</b> <small>(Check one)</small> <input type="checkbox"/> Small (15 employees of less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
<b>AUTHORIZED SIGNATURE</b>  <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
<b>TITLE</b> <small>(Business title of person signing above)</small>	
<b>PRINTED NAME</b> <small>(Printed name of person signing above)</small>	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

<b>STATE OF INCORPORATION</b>	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
<b>TAXPAYER IDENTIFICATION NO.</b>	

(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.) (See "Notice" clause)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

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

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.								
See "Amendments to Solicitation" Provision								

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

By submission of this proposal, I certify that the Offeror has read and understands all of the requirements contained in the Request for Qualifications, and agrees to be bound by all the terms and conditions contained herein, without exception.

The Offeror agrees to familiarize itself fully with the needs of the Owner. The Offeror has had the opportunity to submit any questions regarding this Request for Qualifications.

The Offeror has availed itself of every opportunity to understand the requirements of the Request for Qualifications. Therefore, the undersigned respectfully submits the attached response:

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

### Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- Is the bidder a Minority Business certified by another governmental entity?  
(Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, please list the certifying governmental entity: \_\_\_\_\_  
\_\_\_\_\_
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_%

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

- \_\_\_\_\_ Traditional minority
- \_\_\_\_\_ Traditional minority, but female
- \_\_\_\_\_ Women (Caucasian females)
- \_\_\_\_\_ Hispanic minorities
- \_\_\_\_\_ Temporary certification
- \_\_\_\_\_ Other minorities (Native American, Asian, etc.)

**Note:** *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

**END OF MANDATORY FORMS**

## Solicitation Outline

- I. SCOPE OF SOLICITATION
- II. INSTRUCTIONS TO OFFERORS
  - A. GENERAL INSTRUCTIONS
  - B. SPECIAL INSTRUCTIONS
- III. SCOPE OF WORK
  - A. GENERAL INFORMATION
  - B. SCOPE OF SERVICES
- IV. INFORMATION FOR OFFERORS TO SUBMIT
- V. QUALIFICATIONS OF OFFEROR
- VI. EVALUATION CRITERIA AND AWARD
  - A. EVALUATION
  - B. AWARD
- VII. SPECIAL TERMS AND CONDITIONS
  - A. GENERAL TERMS AND CONDITIONS
  - B. SPECIAL TERMS AND CONDITIONS
- VIII. ATTACHMENTS TO SOLICITATION
  - A. OFFEROR'S CHECKLIST

### I. SCOPE OF SOLICITATION

ACQUIRE SERVICES: The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

### II. Instructions to Offerors

#### A. GENERAL INSTRUCTIONS

**DEFINITIONS** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **AHJ** - means Authority Having Jurisdiction, or South Carolina Office of School Facilities
3. **Board** - means the Dorchester School District Two Board of Trustees.
4. **Buyer** - means the Procurement Official.
5. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
6. **Contract** - means all types of Dorchester School District Two agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.
7. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes, which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
8. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
9. **Cooperative Purchasing** - means procurement conducted by, or on behalf of, more than one (1) public procurement unit.
10. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
11. **Days** – means calendar days.
12. **Design Team** – Architects, engineers, and consultants contracted by the District to design various projects.
13. **District or “DD2”** - means Dorchester School District Two.
14. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
15. **Offeror** - means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”
16. **Page Two** – means the second page of the original solicitation, which is labeled Page Two.
17. **Participant** – refers to various participants in a bond issue (bond counsel, credit enhancers, financial advisor, issuer, paying agent, solicitor, trustee, underwriter).
18. **Procurement Official/Officer** - means the person, or designee, identified as such on the Cover Page.
19. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
20. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.
21. **Us or We** – means Dorchester School District Two.
22. **Work** – means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.
23. **You And Your** - means Offeror.

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the DD2 [Solicitations and Awards](#) page for the issuance of Amendments; (b) Bidders shall acknowledge receipt of any Amendment to this solicitation; (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AUTHORIZED AGENT (FEB 2015) All authority regarding 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 or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the tenth day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Dorchester School District Two and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. **THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES.** Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Procurement Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Dorchester School District Two pursuant to the Dorchester School District Two Procurement Code. Any purchase orders awarded as a result of this procurement are between the Vendor and the District. The Board is not a party to such purchase orders, unless and to the extent that the Board is a using District unit and bears no liability for any party's losses arising out of or relating in any way to the purchase order.

#### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) 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.

(2) "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).

(b) 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (continued)

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 nonresponsible.

(d) 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.

(e) 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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE The Dorchester School District Two Procurement Code is available by using the following link: [DD2 Procurement Code](#).

COMPLETION OF FORMS / CORRECTION OF ERRORS All prices and notation should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Officer of Dorchester School District Two or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Dorchester School District Two Office of Procurement as instructed on the Cover page prior to the bid opening. [R. 19-445.2070 (H)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, Dorchester School District Two may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

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

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS CERTIFICATE By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

**NOTICES** No company should contact District staff directly. All questions should be directed in writing to [ascash@dorchester2.k12.sc.us](mailto:ascash@dorchester2.k12.sc.us). Answers to any questions submitted will be provided to all companies via solicitation amendment.

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

**PROPOSER'S QUALIFICATIONS** Offers shall be considered only from qualified firms who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

**PROTESTS (MAY 2019):** If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Business Official within the time provided. See clause entitled "Protest- Chief Financial Officer". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. The rights and remedies mentioned above are not available for contracts with an actual or potential value of up to fifty thousand dollars. [02-2A085-2]

**PROHIBITED COMMUNICATIONS AND DONATIONS** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communication must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

**QUESTIONS FROM OFFERORS** All questions or requests for explanation or interpretation of this solicitation shall be requested in writing to [ascash@dorchester2.k12.sc.us](mailto:ascash@dorchester2.k12.sc.us). All questions must be received by the due date and time stated on the Cover Page. 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 regardless of its relevance. (b) The District 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. (c) Offerors shall not contact any employee of the District for additional information relating to this RFP. (d) Questions will be responded to in the form of an Amendment and provided to all participants.

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

**RESPONSIVENESS / IMPROPER OFFERS** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal. (c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that 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 District 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 Official.

RESPONSIVENESS / IMPROPER OFFERS (continued)

(d) Unbalanced Bidding. The District 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 District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint 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 is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved 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) Each Offeror must submit the number of copies indicated on the Cover Page. (c) **Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation.** (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

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

**WITHDRAWAL OR CORRECTION OF OFFER** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

**B. SPECIAL INSTRUCTIONS**

**BOARD APPROVAL REQUIRED** Any award is subject to prior approval by the Dorchester School District Two Board of Trustees.

**SCHEDULE OF ACTIVITIES** Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

<b>RFQ ESTIMATED TIMELINE</b>	<b>DATES</b>
Issuance of Request for Qualifications	September 23 2024
Deadline for Questions	October 2, 2024 by 5:00 PM
Anticipated Addenda Date*	October 7, 2024
Qualifications Closing	October 15, 2024 at 10:00 AM
Anticipated Date of Notice of Short Listing	October 16, 2024
Anticipated Date of Interviews	October 23, 2024
Anticipated Date of Notice of Intent to Award	October 29, 2024

\* Questions will be answered by Addenda posted on the District [Solicitations and Awards](#) page as promptly as possible after receipt of all questions. Direct all questions to Ashley Cash, in writing, via e-mail, at [ascash@dorchester2.k12.sc.us](mailto:ascash@dorchester2.k12.sc.us).

**III. SCOPE OF WORK**

**A. GENERAL INFORMATION**

Dorchester School District Two (“DD2” or "District") requests the submittal of Qualifications Packages from highly qualified, Construction Project Manager(s) for five (5) major building addition and renovation projects.

**ABOUT THE DISTRICT / PROJECTS:**

Dorchester School District Two’s award-winning school system is one of the fastest growing districts in the state with over 26,000 students. Fifteen elementary schools, seven (7) middle schools, and three (3) high schools serve the suburban community of Summerville. The District also offers an Adult Education program along with an alternative program for middle and high school students. The district employs more than 3,000 individuals making it the largest employer in Dorchester County. Additional information on the District can be obtained on the District’s webpage at <https://www.ddtwo.org>.

In May of 2024, the voters of Dorchester School District Two approved a \$200,000,000.00 bond referendum in a special election. The focus of this building program is primarily to address burgeoning enrollment growth and long deferred maintenance repairs, improvements, and upgrades. Included in this building program are major addition and renovation projects at several locations, primarily focused on adding classrooms space.

**IMPORTANT NOTES:**

- This Request for Qualifications solicitation, any addenda, and all notices, will be issued exclusively via the Owner’s web page in electronic format only. The website is: [Solicitations and Awards](#)
- The contract will be based on A133-2017 Owner/Construction Manager as Constructor.

**PROJECT INFORMATION:**

**Summerville Elementary School**

- 16 Classroom Addition
- Architect Selection Pending

**Sand Hill Elementary School**

- 10 Classroom Addition
- Architect: Greenberg Farrow
- Design Status: Construction Documents

**Ashley Ridge High School**

- 10 Classroom Addition
- Architect Selection Pending

**Summerville High School**

- Scope includes construction of a new gymnasium and renovation of existing auxiliary gymnasium into classrooms
- Architect Selection Pending

**Oakbrook Elementary & Middle Schools**

- 10 Classroom Addition at Oakbrook Elementary
- 10 Classroom Addition at Oakbrook Middle
- Phased construction
- Architect: M Nixon Design, LLC
- Design Status: Construction Documents

**SUBMISSION ADDRESS:**

Dorchester School District Two  
815 South Main Street  
Summerville, SC 29483  
Attention: Ashley Cash, Procurement Officer  
RFQ# 2425-004

## **DEADLINE FOR SUBMISSION OF QUALIFICATIONS:**

**OCTOBER 15, 2024 at 10:00 AM**

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

**BID FORMS** Required Forms are included in this RFQ. The included required forms must be turned in with your submission. Please indicate your firm's name on the forms and have them signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your Offer.

- a. **REQUIRED FORMS** – Complete and submit the Cover Page and Page Two, the Certification of Offer (Page Three), and the Minority Participation Affidavit (Page Four). It is not necessary to submit this entire solicitation document back in your response.

## **SUBMISSION REQUIREMENTS:**

Submit a total of six (6) paper copies, one (1) original and five (5) copies, of your proposal meeting the requirements listed below. Also submit a USB device containing the complete response in PDF format as a single file. Please title the file with your firm's name at the beginning of the file name. The District is under no obligation to return any submitted materials.

Submittals must be simple, concise, neatly assembled, and paginated. Pages shall be uniform in size and securely bound together. It is preferable that hard copies of the proposal can be stacked and stored as flat as possible. The District Selection Committee has no obligation to examine extraneous materials or material incorporated by reference that is outside the size limitations requested. Your submission should be standard letter size paper of standard weight.

The proposal shall speak for itself on behalf of the proposers. Proposers are prohibited from submitting supplementary materials or from making calls to District after the proposals have been submitted. Failure to comply with format requirements may cause the submittal to be removed from further consideration.

The proposal should have separate sections divided by a title page sheet or tabbed section divider as follows:

### **1. Section 1 - Letter of transmittal.**

The letter shall be signed by the proposed Executive-in-Charge, who shall be the firm's point of contact during the solicitation and evaluation process. Include contact information for the Executive-in-Charge.

### **2. Section 2-Criteria-referenced discussion.**

Proposing firms shall organize their responses to address the following criteria given the anticipated requirements of these projects. Specific focus should be provided on how the firm meets the criteria for these projects.

#### **Tab 1 - Ability of professional personnel:**

- (1) Identify your team of professionals who will be assigned to this project throughout the duration of the project. Clearly identify any transitions of responsibility between project phases (i.e. preconstruction, construction, and close out/punch list).
- (2) Discuss professional personnel experience with pre-construction services, obtaining small/minority business participation, and contract execution.
- (3) Indicate when and where the team have worked together on previous projects.
- (4) Provide an organizational chart showing the team that you will be using on this project, including consultants, and describe, or reiterate, the role of each of the team members.
- (5) Describe the firm's approach to integration of the full multi-disciplinary team on a complex or multi-phased project.
- (6) Describe the firm's approach to integration of the pre-construction, construction, and contract administration functions.
- (7) Provide a copy of your current SC General Contractor's License and General Construction Manager License.

**Tab 2 - Past performance of proposer's full team on similar projects:**

- (1) List 6-10 projects which you have accomplished that are similar in scope, size, and complexity to the projects described herein. Describe the scope of each project and discuss why you believe they are similar to the projects currently being solicited by DD2.
- (2) List all experience your firm has with existing facility renovation and addition projects, highlight those that occurred with simultaneous occupancy. Provide project names, locations, budgets, completion dates, and Owner contact information. The projects should be of similar nature and size and indicate past performance and related experience in S.C. public school work.
- (3) Provide a brief narrative as to what was successful and what needed to be improved for each project listed above. Indicate key individuals who worked on these past projects which you are proposing for the projects described herein.
- (4) Identify projects where successful working relationships with the South Carolina Office of School Facilities, Dorchester County, local municipalities, other local agencies, and community stakeholders have been established.
- (5) Provide information on current and past clients' satisfaction with the full proposed team, including executive-in-charge, project manager, and the project superintendent.

**Tab 3 – Knowledge of local conditions affecting the design and the Work, including but not limited to:**

- (1) Local topographic and geophysical conditions.
- (2) Regional construction and materials markets.
- (3) Evidence of established working relationships with the local community, building authorities (OSF), and other regulatory bodies.
- (4) Experience with nurturing and maintaining community relations on major construction projects.

**Tab 4 – Proposer's approach to risk management in all aspects of the project:**

- (1) Describe your firm's approach to use of contingency within the contract. Provide a description of contractor-controlled contingency and owner-controlled contingency.
- (2) Provide documentation showing Safety Record - EMR not greater 1.1 and an OSHA DART rate not greater than 3.0. Also discuss the company's safety plan in regards to keeping staff and students protected during construction work.
- (3) Describe your firm's approach to managing third party inspections during the construction phase.
- (4) Describe your firm's approach to quality control.
- (5) Provide a list of pending litigation, instances where your firm has been assessed liquidated damages, and contract terminations.
- (6) Describe any organizational or operational changes that have occurred at your firm in the past ten (10) years. Include any mergers, acquisitions, sales, and novation changes.

**Tab 5 – Workload Assessment:**

- (1) List recent, current and projected workload of firm from 2020 and forward. Provide location, dollar amounts, start and completion dates for each project, along with Owner's name and contact information.
- (2) Provide a copy of the organizational chart for your firm and number of employees in each department/division.
- (3) Discuss your staffing plan for this project and ability to perform the associated work with your current and future workload.

**Tab 6 – Partner Resources:**

- (1) Describe your firm's approach to managing sub-contractor recruitment, vetting, development, construction performance, and overall relationship management.
- (2) Describe any strategies your firm employs to cultivate small and minority business development. Consider and discuss how these strategies may assist the District with furthering the goals of its Minority Business Plan.

**Tab 7 – Communication and Collaboration:**

- (1) List past projects where you presented to School staff, School Board, Community and Facility Maintenance staff in order to obtain input and feedback and communicate budget, schedule, and status.
- (2) Describe how you absorb information from various sources, organize it, and fuse it into the project execution.
- (3) Provide examples of the standard working documents your firm utilizes on projects to track, manage, and communicate with Owners and Architects. Include a sample of each the following:
  - Project cost estimate
  - Construction schedule
  - Daily and Monthly project reports to the Owner
  - Site logs for tracking work progression
- (4) Identify your firm’s project management software.

**VI. EVALUATION AND AWARD**

POTENTIAL AND ACTUAL PROPOSERS SHALL **NOT** CONTACT MEMBERS OF THE BOARD OF TRUSTEES, DISTRICT STAFF, OR THE DISTRICT SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.

**A. EVALUATION OF OFFERS**

1. **RESPONSIVENESS & RESPONSIBILITY:** Upon receipt of all proposals, by the date and time specified in this RFQ, the Procurement Official shall review all proposals for responsiveness to the proposal instructions and Offerors’ responsibility. The District shall retain the sole right to consider any proposal as non-responsive, or any Offeror non-responsible, based solely on its judgment. Only those proposals found to be responsive and responsible shall be further evaluated by an evaluation committee.
2. **EVALUATION CRITERIA:** The District’s Selection Committee shall review all responsive & responsible proposals meeting the stated qualifications and submission requirements, and shall rank them utilizing the evaluation criteria stated in the table below. Once an initial ranking of all proposals has been conducted, the District Selection Committee anticipates interviewing a select number of the top ranked firms. The total number of firms to be interviewed will not be known until the initial evaluation and ranking is completed. The short list of firms selected for interview shall be distributed to all firms submitting a proposal.

<b>CRITERIA</b>	<b>WEIGHT</b>
Experience with Projects of Similar Nature (under jurisdiction of SC OSF)	15
Recent and Projected Workload of the Firm	15
Past Performance (for DD2 or other SC K-12 Public School Districts)	40
Demonstrated Ability to Meet Time and Budget Requirements	20
Knowledge of Local Conditions Affecting the Work	10

3. **INTERVIEWS:** Depending on the overall quantity and quality of the submissions received, the Selection Committee anticipates conducting interviews with an undetermined number of the highest ranked Offerors after the initial evaluation has been completed. The primary purpose of the interviews shall be to provide such further information as may be required by the District Selection Committee to fully acquaint itself with the relative qualifications and capabilities of the short-listed Offerors with regard to our project(s) and the District's needs. Elaborate presentations are discouraged, the District's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Interviews shall be conducted in-person at a DD2 facility. Interviews will be limited to 20 minutes followed by 10 minutes at the end reserved for questions from members of the District Selection Committee. The firm's proposed Executive-in-Charge is requested to attend the interview and may be accompanied by key personnel and project management staff. Due to time constraints of the interview schedule, consultants should not be included on the interview team. Any cost associated with the interview process shall be borne by the Offeror.

4. **NEGOTIATIONS:** Upon completion of the interviews and the post interview ranking, the District shall present the award recommendations for Board approval. After Board approval the District shall enter into negotiations with firms for each project(s). Negotiations will commence with the offeror(s) receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with an offeror for each project/award, or the District determines that no satisfactory contract can be negotiated. If an agreement is not reached, additional persons or firms in order of their competence and qualifications may be selected after consultation with the District selection committee, and negotiations must be continued in the same manner until agreement is reached.

Any contract formed hereunder will provide for (1) termination for convenience without liability for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution; (2) exclusivity of the dispute resolution procedures of the District's Procurement Code; (3) procedural joinder of all parties to the project as necessary in the opinion of the District for resolution of disputes with common or related facts or legal responsibilities; and (4) the District's right to approve key personnel, consultants, and subcontractors.

#### **A. AWARD**

**AWARD TO HIGHEST RANKED OFFEROR(S):** Award shall be determined by the highest ranked, responsive, and responsible offeror(s) whose offer is determined to be the most advantageous to the District.

**AWARD TO MULTIPLE OFFERORS (JAN 2006):** Award may be made to more than one Offeror.

Depending on the overall number and quality of the responses received and the outcome of the negotiations, the District anticipates awarding to multiple Offerors. The District reserves the right to make award by project or by group of projects, in a manner that is most advantageous to the District. The District has the sole judgement and authority to make a "most advantageous" determination on our behalf.

### **VII. TERMS AND CONDITIONS**

#### **A. GENERAL**

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. All work must be billed to the District by the selected vendor/under their own [FCC Form 498 ID](#)

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

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

**DISCOUNT FOR PROMPT PAYMENT:** (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 state 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.

**DISCUSSIONS WITH OFFERORS:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your proposal. Discussions are possible only if your proposal is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

**DISPUTES:** (1) 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, Dorchester County, State of South Carolina. Contractor agrees that any act by the District 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. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

**FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

**NO INDEMNITY OR DEFENSE:** Any term or condition is void to the extent it requires a South Carolina state agency to indemnify, defend, or pay attorney's fees to anyone for any reason.

**NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, (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, or (4) upon posting at the District's designated posting location.

**PAYMENT & INTEREST:** (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with District's Procurement Code Section 45, or Chapter 6 of South Carolina Code of Laws Title 29 (Payments to Contractors, Subcontractors, and Suppliers) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

**PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of firm
- Project name
- Purchase Order Number
- Complete description of work performed in the billing cycle.
- Itemization of Reimbursable Expenses
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent
- Other substantiating documentation of information as required by the contract.

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

**PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

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

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

**TERMINATION FOR CONVENIENCE:** (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 THIRD PARTY BENEFICIARY: 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. 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 rights (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 a 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 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 this 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)(ii) 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, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

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

**B. SPECIAL**

**SUBMITTAL:** The District shall receive all proposals by **10:00 a.m.** on **October 15, 2024.**

Important: **Clearly mark the outside of the envelope, box, or package, with the following information:**  
**RFQ No. 2425-004**  
**COMPANY NAME**

Proposals should be sent via United States Postal Service, courier service, or hand-delivered to:  
**Dorchester School District Two**  
**815 South Main Street**  
**Summerville, SC 29483**  
**Attn: Ashley Cash, Procurement Officer**  
**RFQ No. 2425-004**

All offerors are solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location stated above. The District is not responsible for any delays caused by the offeror's chosen means of delivery. The District is not liable for misdirected submissions that are not clearly marked for proper delivery.

Any proposal received after the due date and time shall be rejected.

**BANKRUPTCY – GOVERNMENT INFORMATION:** (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the District, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the District, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the District. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

**CONTENTS OF OFFER:**

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements stated herein. Emphasis should be on completeness and clarity of content.
- (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**CHANGES:**

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 [District] 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 (6) apply only if services are performed under this contract.

CHANGES (continued):

- 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 District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- C. Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement 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 District 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.

CLARIFICATION: Pursuant to Article 5, Section 1530.6, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

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

CONTRACTOR'S LIABILITY INSURANCE – GENERAL:

- (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- (b) Coverage shall be at least as broad as:
  - (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
  - (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) The District and its officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, and its officers, officials, employees and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL (continued):

- (e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- (f) Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- (g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- (h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Note-The firm shall also procure and maintain Professional Liability Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim and in the aggregate. The Architect shall maintain this coverage in effect during the term of this Agreement and for two (2) years after the Date of Substantial Completion. The Architect shall give prompt written notice to the Owner of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement.

CONTRACTOR'S LIABILITY INSURANCE – REQUIRED DOCUMENTATION:

- (a) Prior to commencement of the work, the contractor shall provide to the District 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-day 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.
- (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that
- (i) names Dorchester School District Two (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 named governmental unit(s) 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 District as secondary and noncontributory.
- (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District 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. The District'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.

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

**DAMAGES LIMITATION:** Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

**DEFAULT:** (a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to: (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 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 of 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 State 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. [

**FEDERAL DEBARMENT STATUS:** Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Therefore, when expenditures or contracts are to be paid from federal funds, Federal Regulation 7CFR 3017 regarding Federal debarment status will apply. For further information regarding 7 CFR 3017 Government wide Debarment and Suspension, refer to <http://www.access.gpo.gov/nara/cfr/index.htm>.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a Proposal, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**ILLEGAL IMMIGRATION:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

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

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

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

**PRICING DATA – AUDIT – INSPECTION** Pursuant to Section 1830, 2210, & 2220] (a) Cost or Pricing Data. Upon Procurement Officer’s request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 1530 or 1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 2220(2). (c) Inspection. At reasonable times, the District may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

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

**RESPONSIBILITY DETERMINATIONS** Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts. The unreasonable failure of a proposer or Offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer or Offeror. Failure to provide requested information may result in rejection of a solicitation response or debarment of the proposer.

**SEVERABILITY:** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.

**ATTACHMENT A**

**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES*

Review this checklist prior to submitting your proposal.  
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

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**NOTE:** This checklist is included only as a reminder to help Offerors avoid common mistakes  
Responsiveness will be evaluated against the solicitation **not** against this checklist.  
You do not need to return this checklist with your response.

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END OF DOCUMENT