

TECHNICAL PROPOSAL REDACTED

DELIVERING AN INNOVATIVE FUTURE

— FOR —

FACILITY SERVICES AT BEAUFORT COUNTY SCHOOL DISTRICT

FACILITIES MAINTENANCE MANAGEMENT SERVICES

SOLICITATION NUMBER: 25-024

May 14, 2025, 4:00 PM EST

sodexo AT SCHOOL

PRESENTED TO

BEAUFORT COUNTY
SCHOOL DISTRICT

May 14, 2025

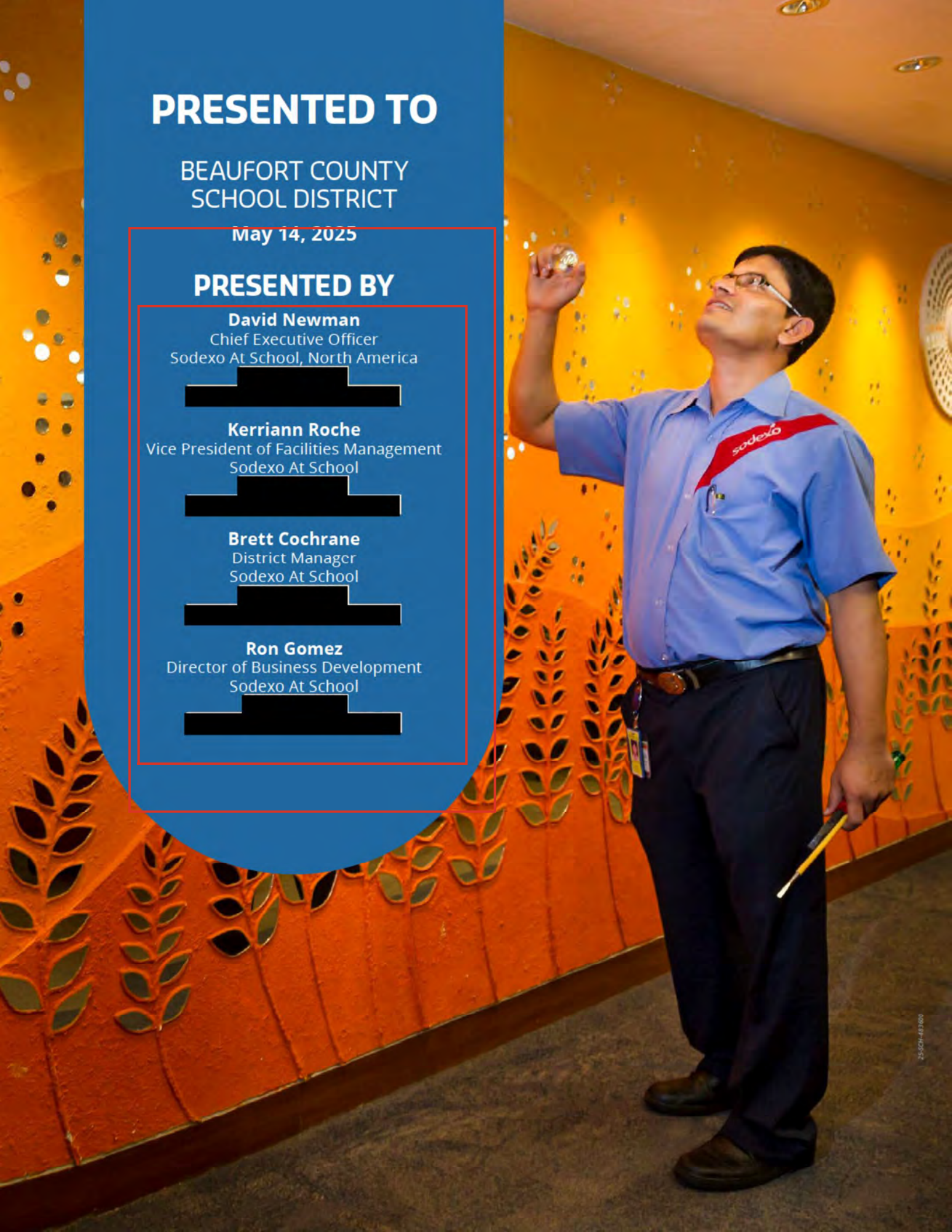
PRESENTED BY

David Newman
Chief Executive Officer
Sodexo At School, North America
[redacted]

Kerriann Roche
Vice President of Facilities Management
Sodexo At School
[redacted]

Brett Cochrane
District Manager
Sodexo At School
[redacted]

Ron Gomez
Director of Business Development
Sodexo At School
[redacted]





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This proposal contains proprietary and confidential information of Sodexo. It may not be disclosed to third parties without Sodexo's prior written consent. As the recipient of this proposal, you agree to use due care to prevent its unauthorized use. This proposal is submitted in the name of Sodexo, Inc. ("SI"), however, if awarded this bid SI will contract under the name Sodexo Operations, LLC.

May 14, 2025

Beaufort County School District
Procurement Office
ATTN: Kaylee Yinger, CPPB, NIGP
2900 Mink Point Blvd
Beaufort, SC 29902

Dear Mrs. Yinger and selection committee,

On behalf of Sodexo, thank you for the opportunity to present our vision for the future of the facilities management program at Beaufort County School District. Sodexo is the largest facilities service provider that works in schools and we are eager for the opportunity to build a strong partnership. Our team values supporting your ongoing journey toward excellence, recognizing that safe, clean, comfortable and welcoming environments are essential for wellness, engagement and academic success. We are truly invested in serving the Beaufort County community.



915 Meeting Street, Suite 1400 | North Bethesda, MD 20852
301-987-4000 | us.sodexo.com

TRUSTED PARTNERSHIP

Thank you for considering this proposal for Facilities Management Services with Sodexo. Our shared vision and values drive our dedication to contributing to your District's mission.

Sincerely,

[redacted]

Ron Gomez
Director of Business Development
[redacted]

Brett Cochrane
District Manager
[redacted]

Kerriann Roche
Vice President of Facilities Management
[redacted]

David Newman
Chief Executive Officer
[redacted]



915 Meeting Street, Suite 1400 | North Bethesda, MD 20852
301-987-4000 | us.sodexo.com





4.0.1.1

Cover Page

COVER PAGE

Beaufort County School District

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	April 8, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)

DESCRIPTION: **Facilities Maintenance Management Services**
SUBMIT OFFER BY (Opening Date & Time): **May 9, 2025 @ 4:00 PM EST**
QUESTIONS MUST BE RECEIVED BY: **April 29, 2025 @ 4:00 PM EST**
NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies**
Two (2) USB - One (1) Redacted

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

Electronic Bid Submissions will be accepted through the following we address: Here

CONFERENCE TYPE: **Mandatory Pre-Proposal Conference / Site Visits**
LOCATION: **District Office 2900 Mink Point Blvd Beaufort, SC 29902**
DATE & TIME: April 29, 2025 @ 9:30 AM
AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after May 10, 2025. The award, this solicitation, and any amendments will be posted at the following web address: http://beaufortschools.net.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 90 calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer) — ENTITY TYPE:

Sodexo Operations, LLC — Limited Liability Corportation

[redacted]

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

David Newman — Chief Executive Officer, Sodexo At School, North America

PRINTED NAME — TITLE

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.

COVER PAGE

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business):	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):
[redacted]	[redacted]
PHONE NUMBER: [redacted]	
EMAIL ADDRESS:	

PAYMENT ADDRESS (Address to which payments will be sent)	ORDER ADDRESS (Address to which all purchase orders will be sent)
[redacted]	[redacted]
☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Home Notice Address (check one only)	☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:	Amendment Number	Amendment Issue Date
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.	Addendum #1 Addendum #2 Addendum #3	April 24, 2025 April 24, 2025 May 5, 2025

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☒
If yes, please include a copy of your certification.





4.0.1.2

Executive Summary


sodexo
sodexo
SUPAT

A business or executive summary of the Offeror's firm. Inclusion of historical and financial information about the firm is encouraged. Section is limited to three (3) pages, exempting financials.

WHO WE ARE:

People Committed to Your Success

COMPANY OVERVIEW

FOUNDED

IN

1966

MARSEILLE, FRANCE

sodexo

COMPANY BACKGROUND

- Headquartered in North Bethesda, Maryland
- Subsidiary of Sodexo (www.Sodexo.com), which is headquartered in Issy-les-Moulineaux, France
- World's leading provider of Food and Facilities Management Services
- Only company in the world to offer Quality of Life Services to consumers at every stage of their lives, wherever they are in the world

OUR MISSION

- Improve the quality of life of our employees and those we serve
- Contribute to the economic, social and environmental development of the cities, regions and countries where we operate



25-SCH-468100

CREATING A HIGH-PERFORMING, GROWTH-ORIENTED CULTURE

We recognize the importance of building a partnership that not only strengthens facilities management operations but also enhances the culture of achievement within the department. Our strategy includes:

SEAMLESS TRANSITION AND COMMUNICATION

We will ensure a smooth integration of your current team into the Sodexo family while maintaining transparent and consistent communication with faculty, staff, and stakeholders.





THE RIGHT LEADERSHIP

We value your partnership in selecting the best facilities director. We've identified two outstanding candidates who would be a great fit for Beaufort County School District. As this is a people-driven role, having the right leader is essential. Your input is key in making the best choice.



PROVIDING TRUSTED AND PROVEN LEADERSHIP

TRANSPARENT LEADERSHIP

Our entire Sodexo team embodies our commitment to accelerate the delivery of effective solutions, fuel innovation, empower a culture of collaboration and ensure unsurpassed quality. Together, we will provide safe and healthy facilities and remain rooted in quality care for every student, every day.

Each day, we have an opportunity to leverage our experience and curiosity to push the limits of what has been accomplished in the past. Through quality assurance monitoring, effective procedures and supportive training, we will deliver measured and predictable improvements year over year. We will work together to rapidly weave community feedback into meaningful and positive change.

Throughout our proposal, we have outlined the steps we will take together toward success, along with the innovative technology we'll provide to accelerate change and sustain long-term improvement. Our unwavering commitment to the Beaufort County community will help ensure your students continue on the path of success.

OPEN COMMUNICATION AND ACCOUNTABILITY

Our proposed Facilities Management program is adaptable to support Beaufort County School District's goals of increasing student enrollment and engagement while preserving campus assets. Regularly scheduled meetings and open communication with leadership will ensure alignment and continuous improvement.

[redacted]

[redacted]

CONCLUSION

Our proposal reflects a shared commitment to operational excellence, student success, and long-term partnership. By prioritizing infrastructure maintenance, efficiency initiatives, and student-centered approaches, Sodexo will help Beaufort County School District create a dynamic and supportive campus environment where students, faculty, and staff can thrive. Together, we will deliver a facilities management program that enhances academic excellence, innovation, and sustainability.





4.0.1.3

Facilities Maintenance Experience

Proposer has been providing facilities maintenance services to (please check "√" next to each appropriate type of building(s) serviced and indicate number of years' experience for each checked service area)

- √ K–12 school districts for 48 years
- √ Publicly owned and operated facilities for over 50 years
- √ Privately owned and operated facilities for over 50 years

COMPANY OVERVIEW

PEOPLE COMMITTED TO YOUR SUCCESS

We understand your needs and will deploy purposeful and innovative solutions across your campus because we have what it takes to do so. As a global, family-owned company with more than 50 years of experience, Sodexo has grown to become the world's leading facilities management and foodservice organization.

Our Mission

- » Improve the quality of life of our employees and those we serve
- » Contribute to the economic, social and environmental development of the cities, regions and countries where we operate
- » Visit us.sodexo.com to learn more
- » Sodexo Foundation: SodexoFoundation.org



[redacted]

[redacted]

Additional information is available upon request.



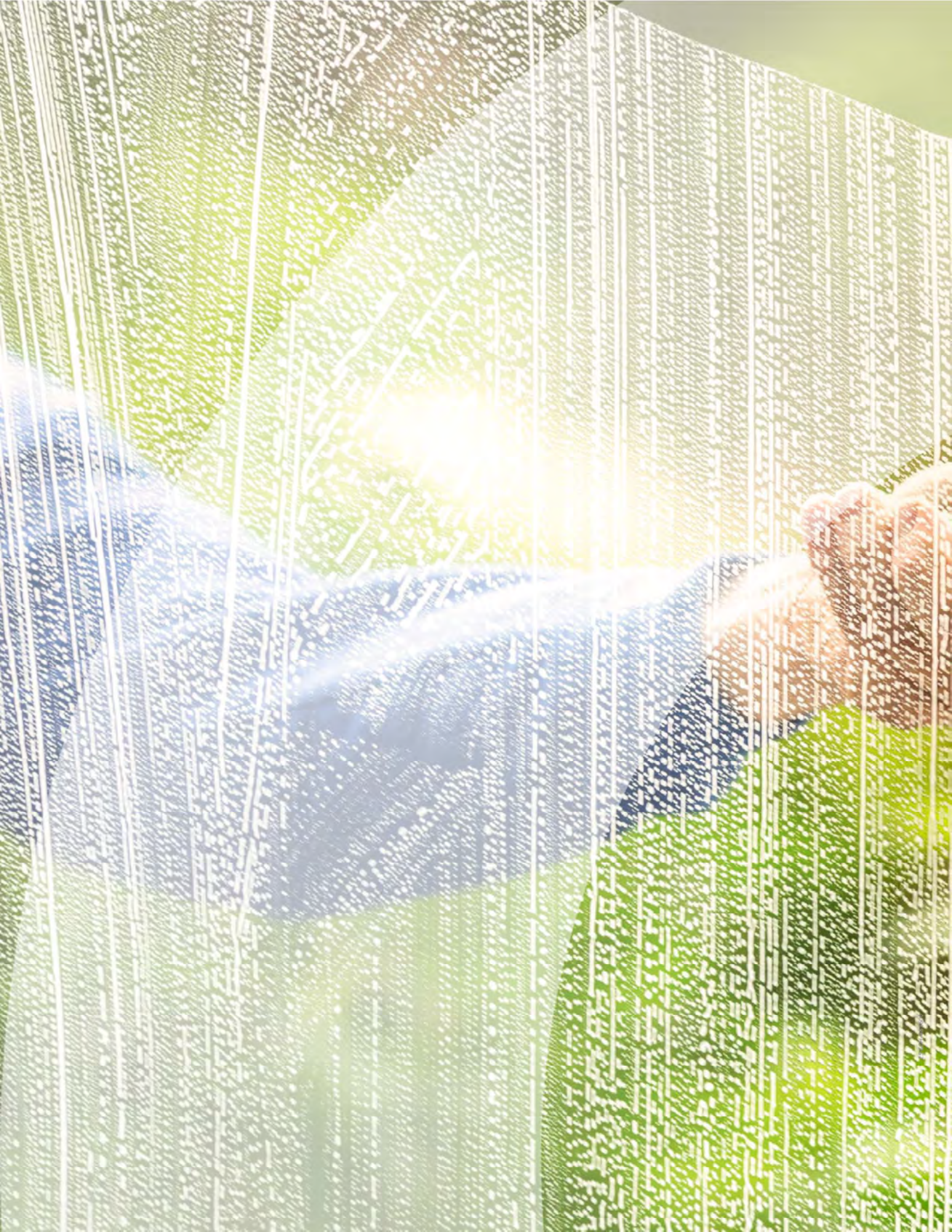
CORPORATE SUPPORT

Beaufort County School District's support network will be committed to driving outstanding results as we operate efficiently under the watchful eyes of your community and the public.









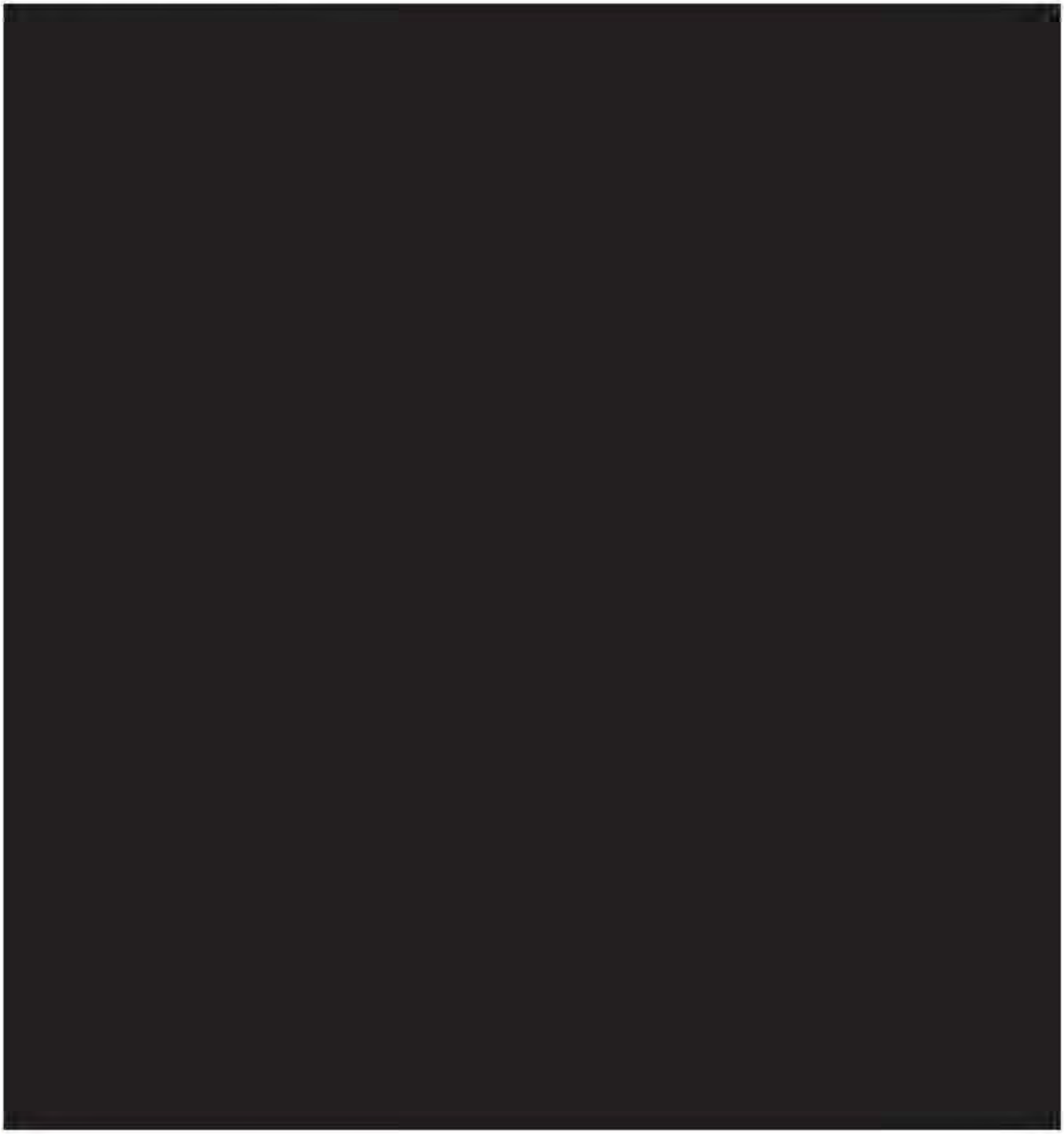


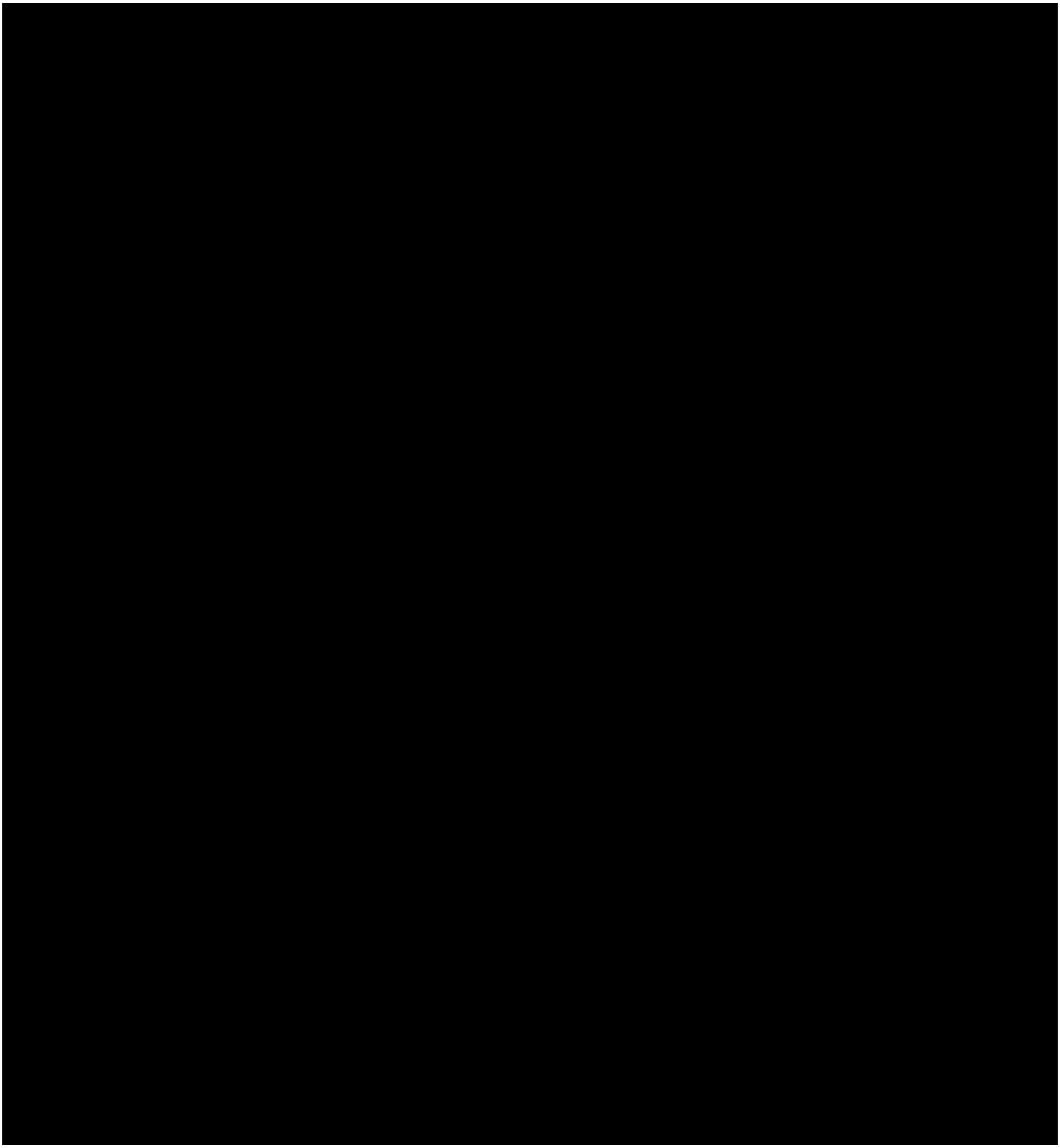
4.0.1.4

Bidder Experience and Capabilities

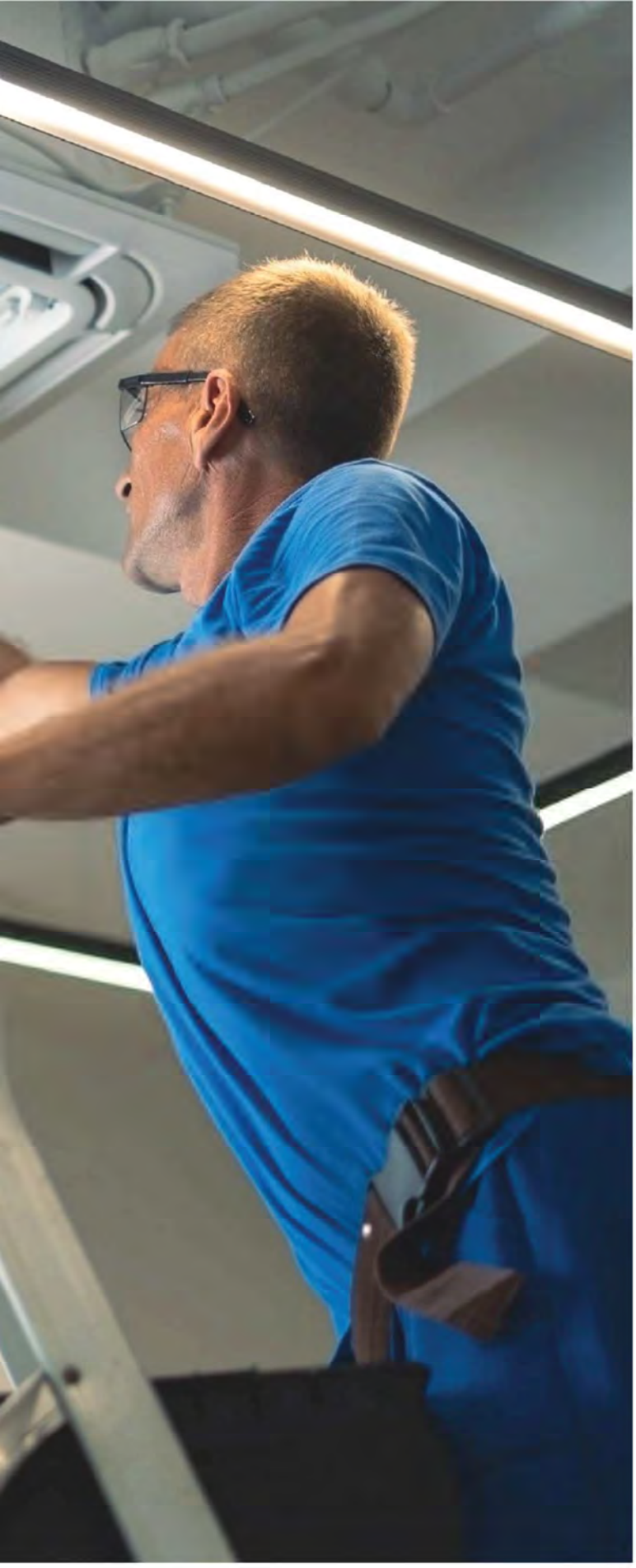
Comprehensive description of the firm's experience in supplying the services required by this Request for Proposal, preferably with a school district comparable to BCSD.

Five overall school district references for similar projects to include name of school district, title and correct phone number and e-mail address of district contact, and dates of project; with general details of the services provided









CONCLUSION: A TRUSTED PARTNER FOR BEAUFORT COUNTY SCHOOL DISTRICT

At Sodexo, our commitment to best-in-class Facilities Management is unwavering. We bring deep experience, industry-leading expertise and a proven track record of responsiveness and quality improvement to the table. We are excited about the opportunity to partner with Beaufort County School District to deliver a cleaner, safer and more efficient learning environment that meets and exceeds your expectations. We are ready to instill confidence in your facilities management services and deliver excellence you can trust.





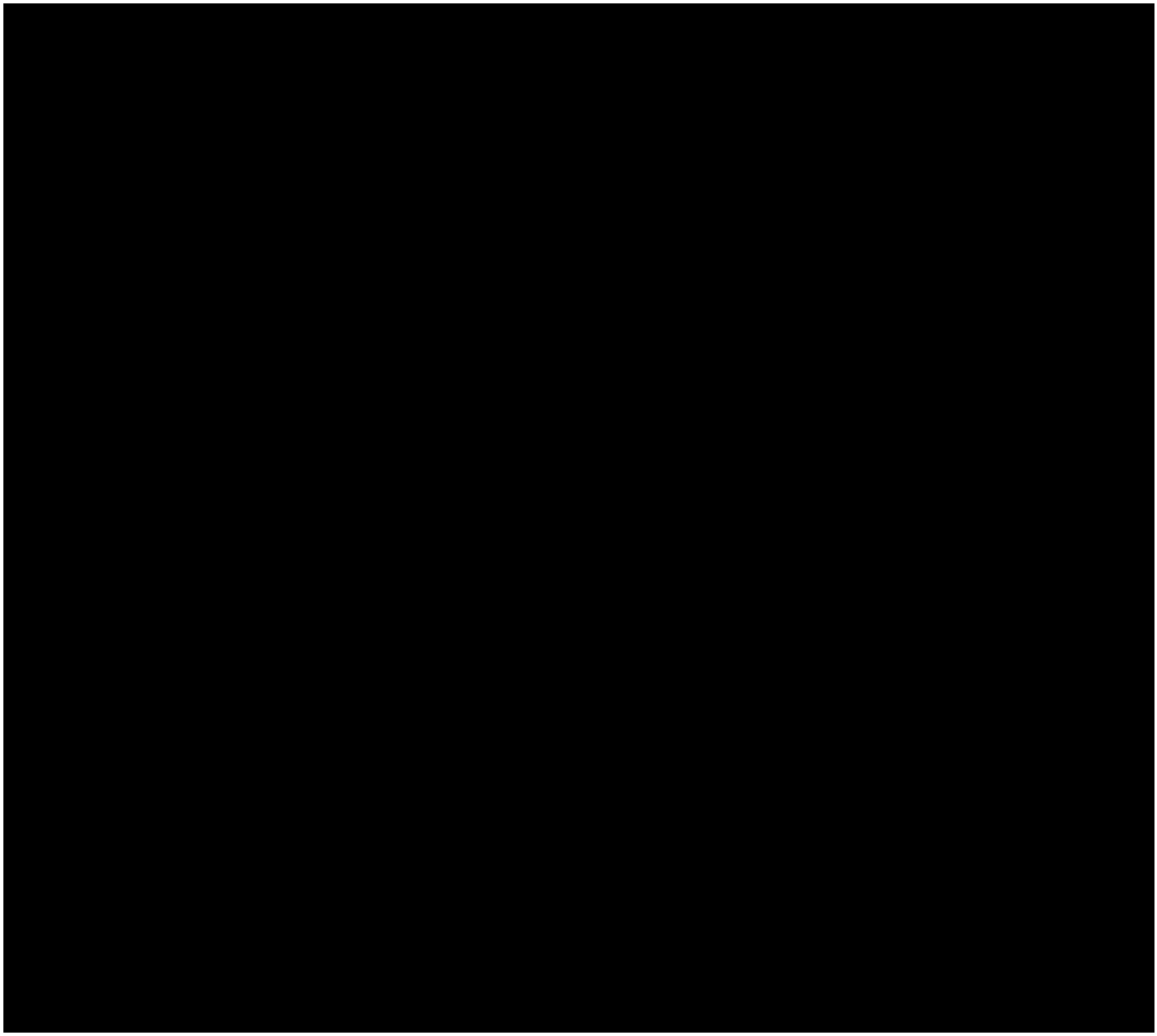
4.0.1.5

Bidder Project Manager and Project Personnel

Resumes or business experience summary and manufacturer certifications of Project Manager, Project Staff and other parties who will provide services for the project and afterwards.

METHODOLOGY

We understand why the appearance of your campus matters to your present and future – and how it provides authenticity and credibility to the traditions you've already established. Our operations team will leverage technical expertise to help on-site staff deliver outstanding services in all aspects of technical delivery for Beaufort County School District. The team will have access to on-demand, in-house subject matter experts focused on strengthening technical solutions to meet your facilities maintenance needs.



STAFFING AND PERSONNEL

EXPERT SUPPORT TEAM AND RESOURCES

When providing Beaufort County School District with quality grounds, custodial and facilities management services, your Sodexo on-site management team won't do it alone – they'll be supported by a knowledgeable and experienced regional Facilities Management team. This team provides ongoing support and leadership to ensure the commitments made in this response quickly become reality.

[redacted]



SUBJECT MATTER EXPERTISE AT YOUR FINGERTIPS



While the Beaufort County School District team operates locally, they will have immediate access to an array of regional and national support.

NATIONAL MANAGEMENT TEAM



SODEXO AT SCHOOL FACILITIES MANAGEMENT LEADERSHIP TEAM

At Sodexo At School, our Facilities Management leadership team is dedicated to delivering exceptional facility solutions for educational institutions. Our seasoned professionals bring extensive experience, innovative thinking and a commitment to quality, safety, and customer satisfaction. Meet some of the experts who are shaping the future of school facilities management and ensuring the highest standards of service for our clients.

BIOS



KERRIANN ROCHE

VICE PRESIDENT

[redacted]



BRETT COCHRANE

DISTRICT MANAGER

[redacted]



ANDREW KERR

ASSET MANAGEMENT SOLUTIONS TEAM

[redacted]



DAN SINGLETON

SENIOR NATIONAL SUPPORT MANAGER

[redacted]


sodexo
Facilities





4.0.1.6

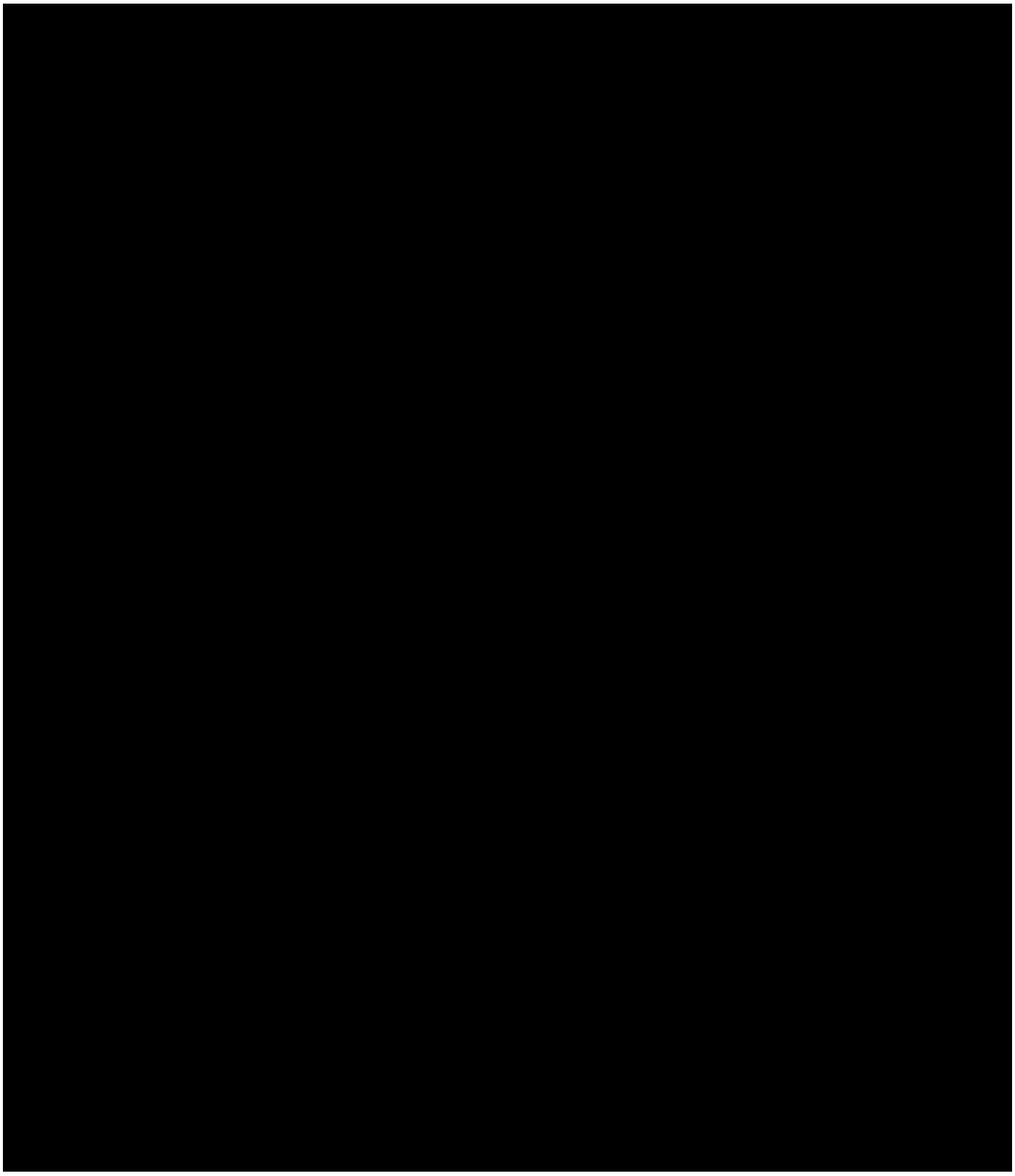
Proposed Facilities Maintenance Staff

Contractor will list the staff required to fulfill the attached specifications, including management/ supervision (Exhibit 5). This list will be shown by area, by FTE. This staffing should also indicate the normal working hours each day. Contractor should be aware that close coordination with each school principal or head person is required in setting work hours. Facilities Maintenance employees should be able to make decisions and provide the necessary support for the employees at various locations. If any of the Contractor's staff is non-English speaking, the Contractor must provide all written material in the language of the employee (i.e., work schedules, directives, etc.).

METHODOLOGY

We understand why the appearance of your campus matters to your present and future – and how it provides authenticity and credibility to the traditions you've already established. Our operations team will leverage technical expertise to help on-site staff deliver outstanding services in all aspects of technical delivery for Beaufort County School District. The team will have access to on-demand, in-house subject matter experts focused on strengthening technical solutions to meet your facilities maintenance needs.









4.0.1.7

Transition Plan



Startup and Transition Plan

- *Submit a projected Transition Plan for implementation, if awarded the contract, to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.*
- *The proposer must submit an overview of key elements of the Transition Plan, inclusive of the following broad categories. This plan is not intended to represent a transition plan specific to the RFP, but should provide sufficient detail to highlight the depth of proposer's understanding of the transition process.*
  - *a) Review of District operating procedures and policies.*
  - *b) A plan to incorporate fair consideration of retaining current qualified and experienced maintenance employees with comparable compensation and benefits. A breakdown of proposed employee benefits is required.*
  - *c) Recruitment of key staff.*
  - *d) Review of existing vendor contracts.*
  - *e) Review of existing facilities.*

[redacted]



25-SCH-483600

[redacted]

A SEAMLESS TRANSITION, EXECUTED WITH GENUINE CARE AND CONCERN

[redacted]

MEETING YOU WHERE YOU ARE

We understand the need for Beaufort County School District to feel confident in their Facilities Management partner and the services they bring. We propose a transition that instills that trust.

[redacted]

[redacted]

[redacted]

[redacted]

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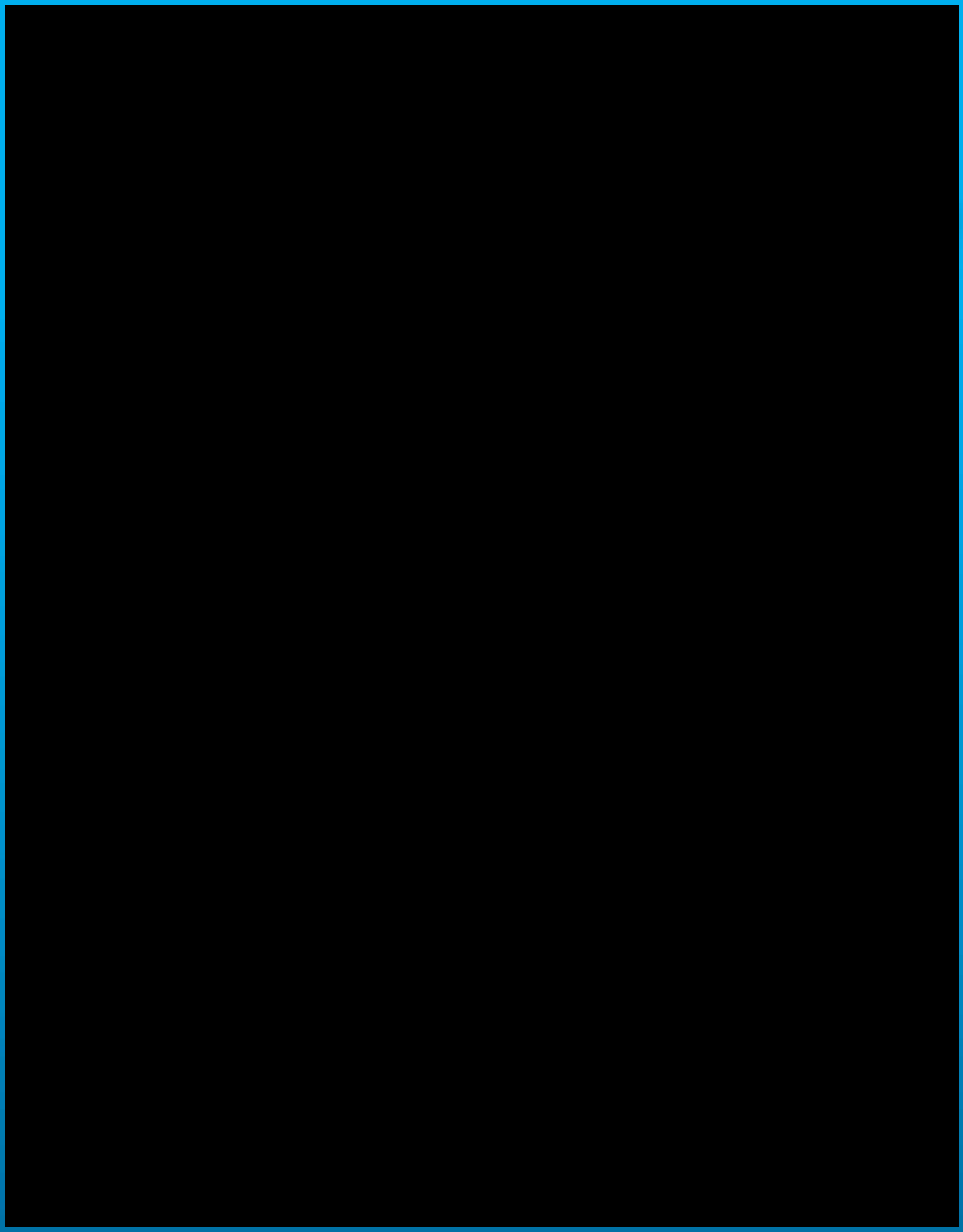
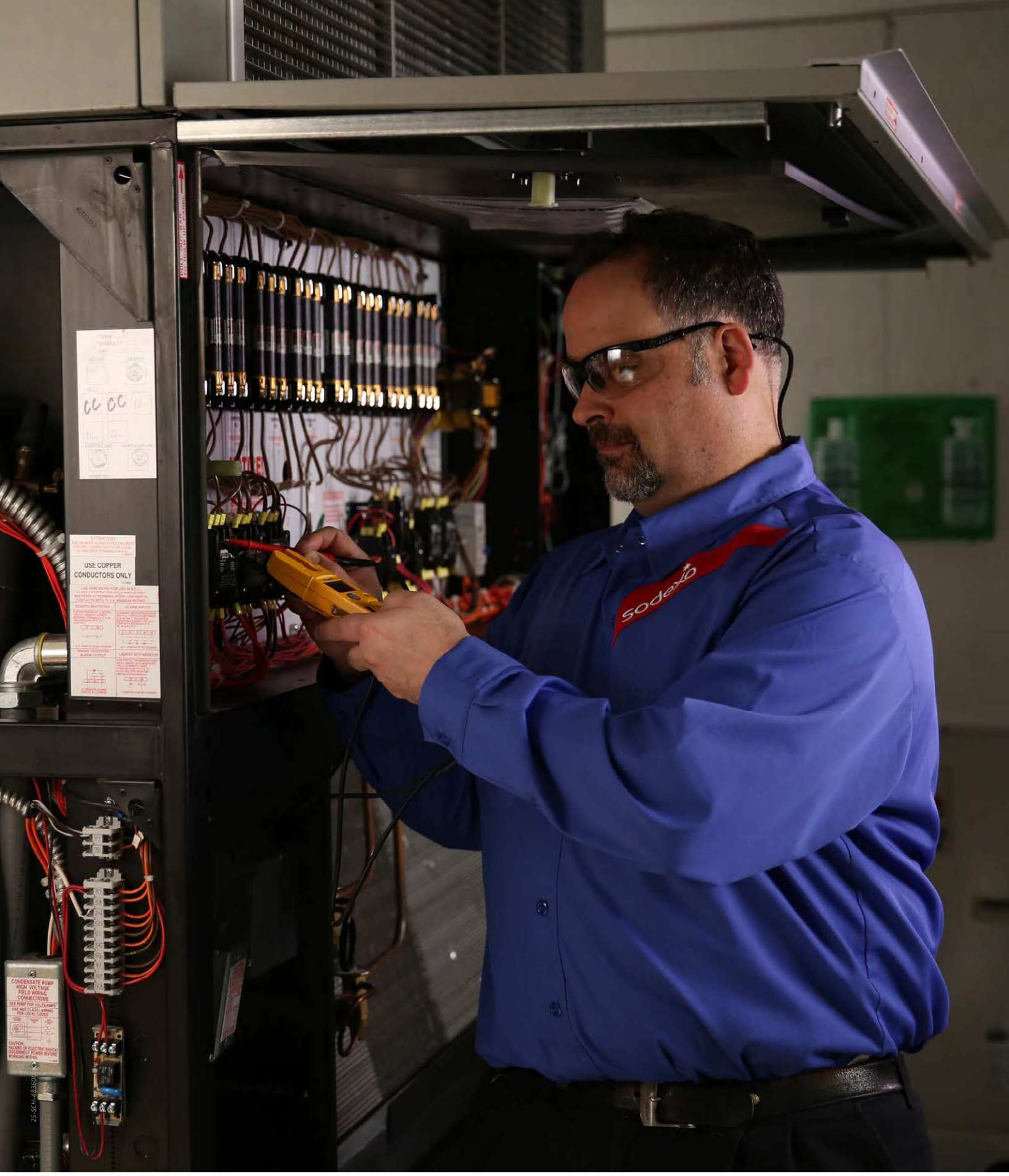
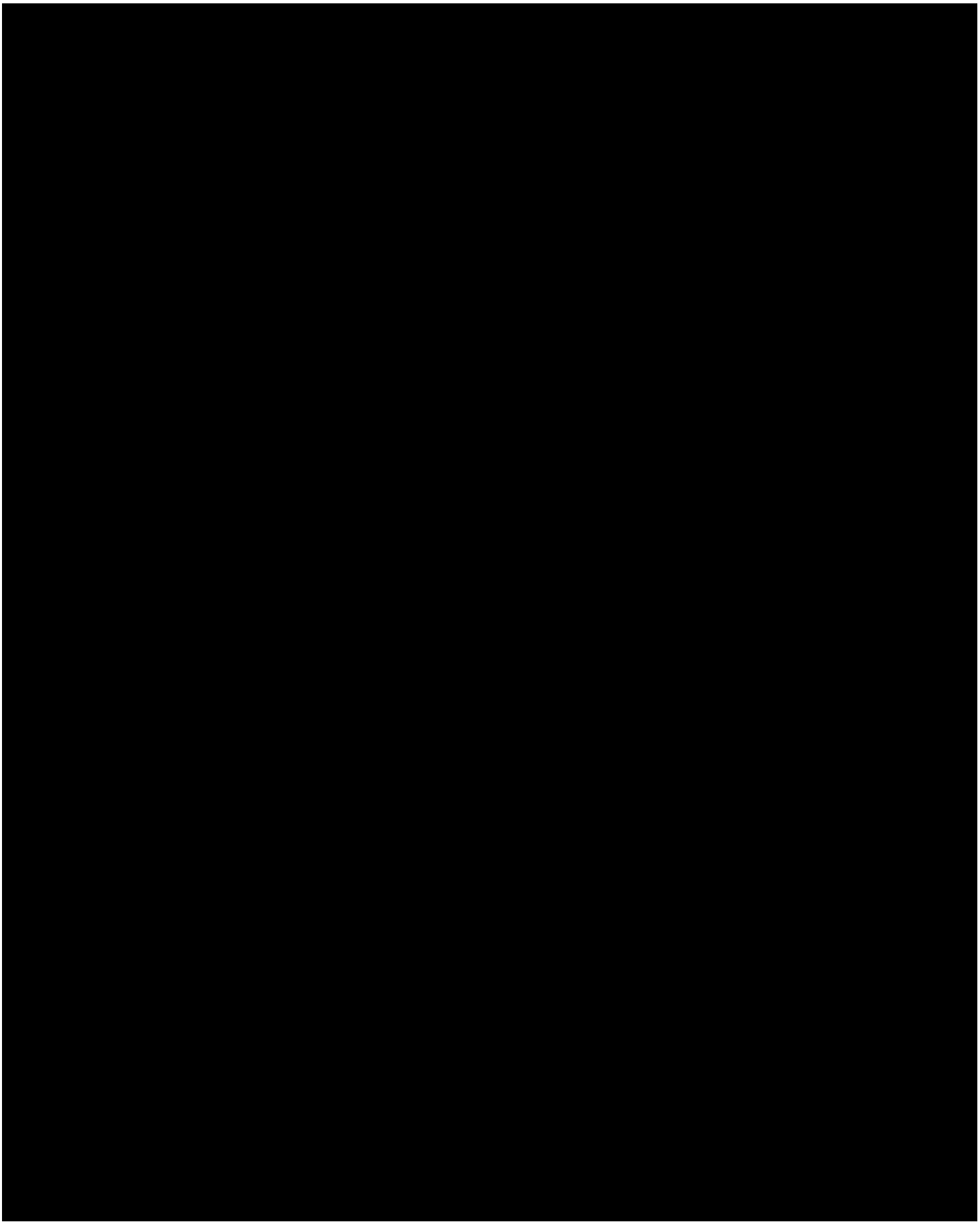



USE COPPER
CONDUCTORS ONLY
CONDENSATE PUMP
HIGH VOLTAGE
FIELD WIRING
CONNECTIONS
sodexo







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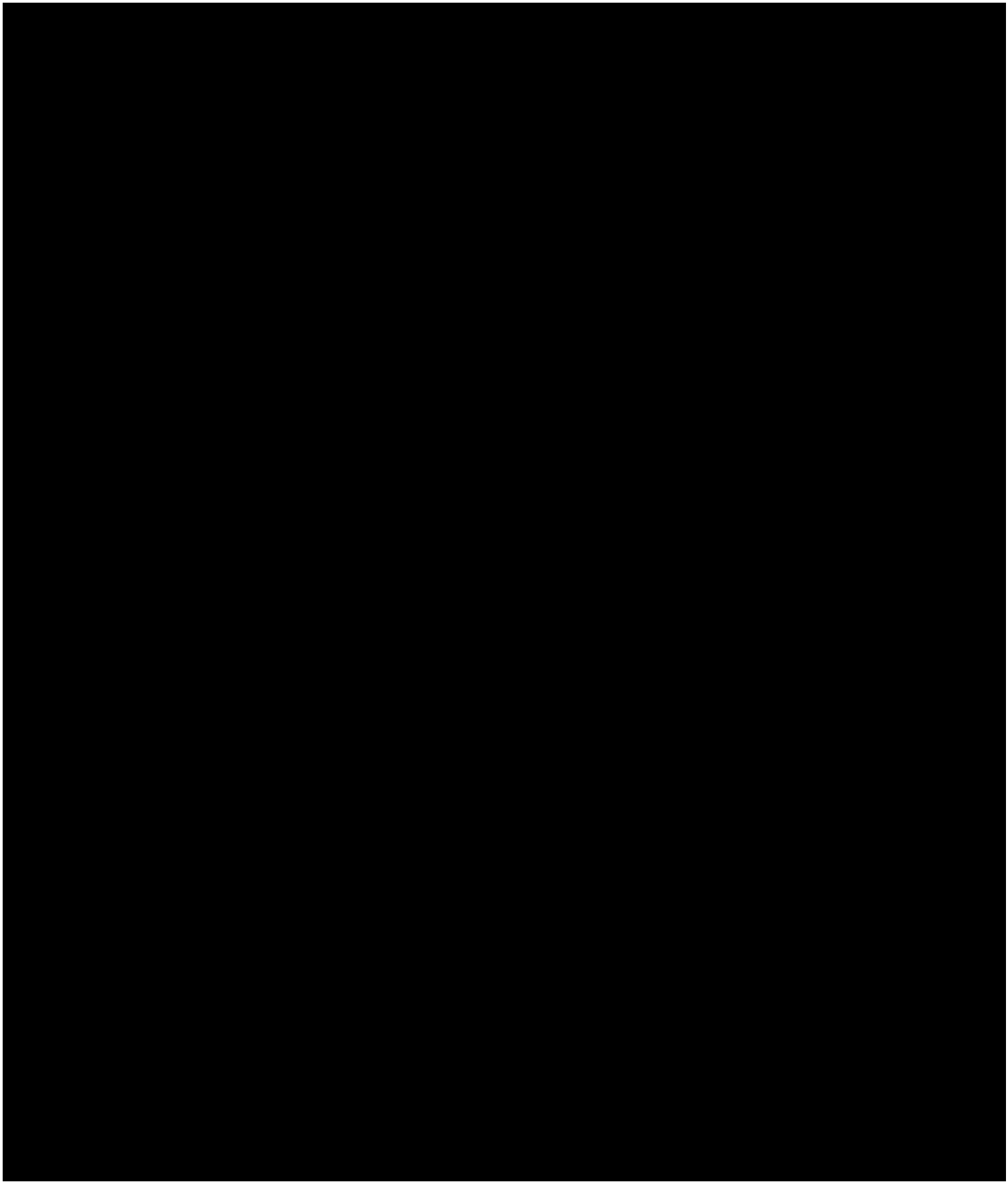


SAFETY AND SECURITY

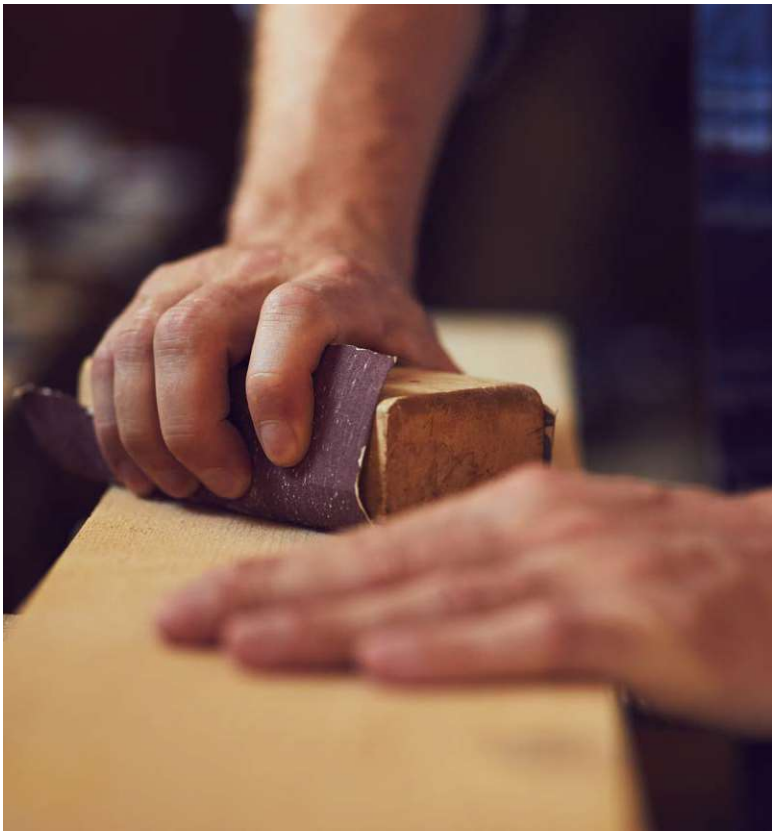
To protect Beaufort County School District's students, employees and visitors and ensure the integrity of the school environment, we will conduct comprehensive criminal background and security checks on all prospective employees using the South Carolina Department of Law Enforcement and the FBI for state and national/federal background checks. No employee will be allowed to work at Beaufort County School District until we verify the completion of their background check.

BACKGROUND CHECK PROCEDURES

We perform background checks through Sodexo and the company A-Check Global. All background checks go back to the 18th birthday of the applicant as per requirements.

- **Social Security Check**: Validates the applicant's Social Security number and informs us if anyone aside from the applicant is using the number for credit granting purposes
- **Criminal History Check**: Conducted per the county listed on the application and includes a seven-year search for felony convictions
- **Driver's File Check**: Confirms the applicant has a valid driver's license and records all driver motor vehicle violations for the past seven years (as applicable to the position)
- **National Sex Offender Registry Check**: Notifies our company of any applicant who is on the National Registry
- **Employer Reference Check**: Confirms previous employment and performance (when permitted)





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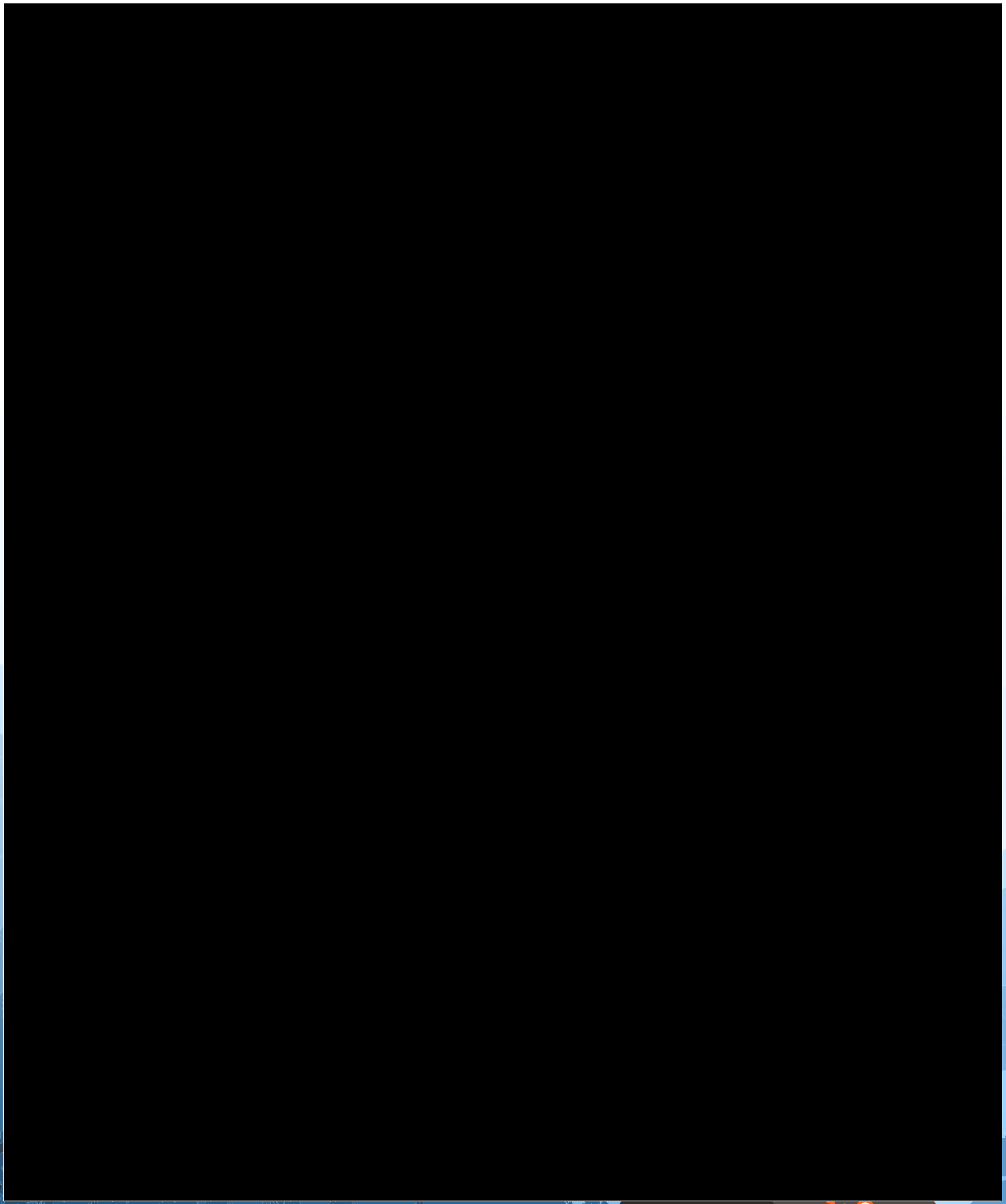

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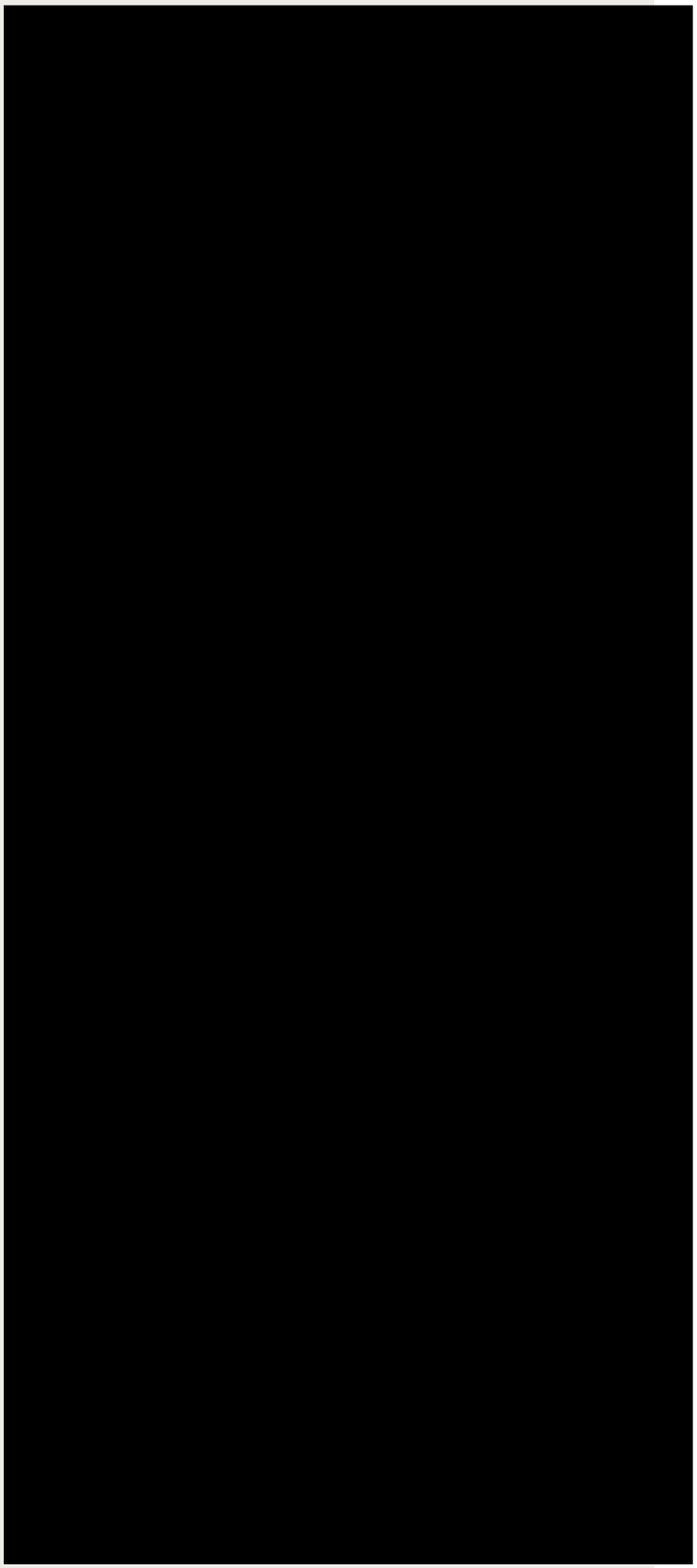




SODEXO SUPPORTS EQUAL EMPLOYMENT OPPORTUNITIES

Our organization promotes equal employment opportunity without regard to race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status in full compliance with the Civil Rights Acts of 1964 and 1991, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990, as amended; the Equal Pay Act; the Rehabilitation Act of 1973; the Pregnancy Discrimination Act; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; the Presidential Executive Orders and the regulations of the United States. Our company provides reasonable accommodation for the known physical and mental limitations of any qualified disabled employee or applicant.

REINFORCING FAIR EMPLOYMENT THROUGH AFFIRMATIVE ACTION

Maintaining a long-standing commitment to fair employment practices, we will continue our affirmative action program, including the placement of qualified women, minorities and people with disabilities throughout all levels of the Beaufort County School District's facilities management program.



Managers and supervisors guide and empower on-site team members, creating a culture where everyone feels valued and motivated to contribute to the success of your schools.

25-SCH-483600





4.0.1.8

Training Program for Management and Hourly Employees



Training

- *What is the name of the training program(s) your company uses to train all employees?*
- *If the training program(s) is/are an "in house" training program(s), a copy of the program(s) must be attached to this RFP*

[redacted]

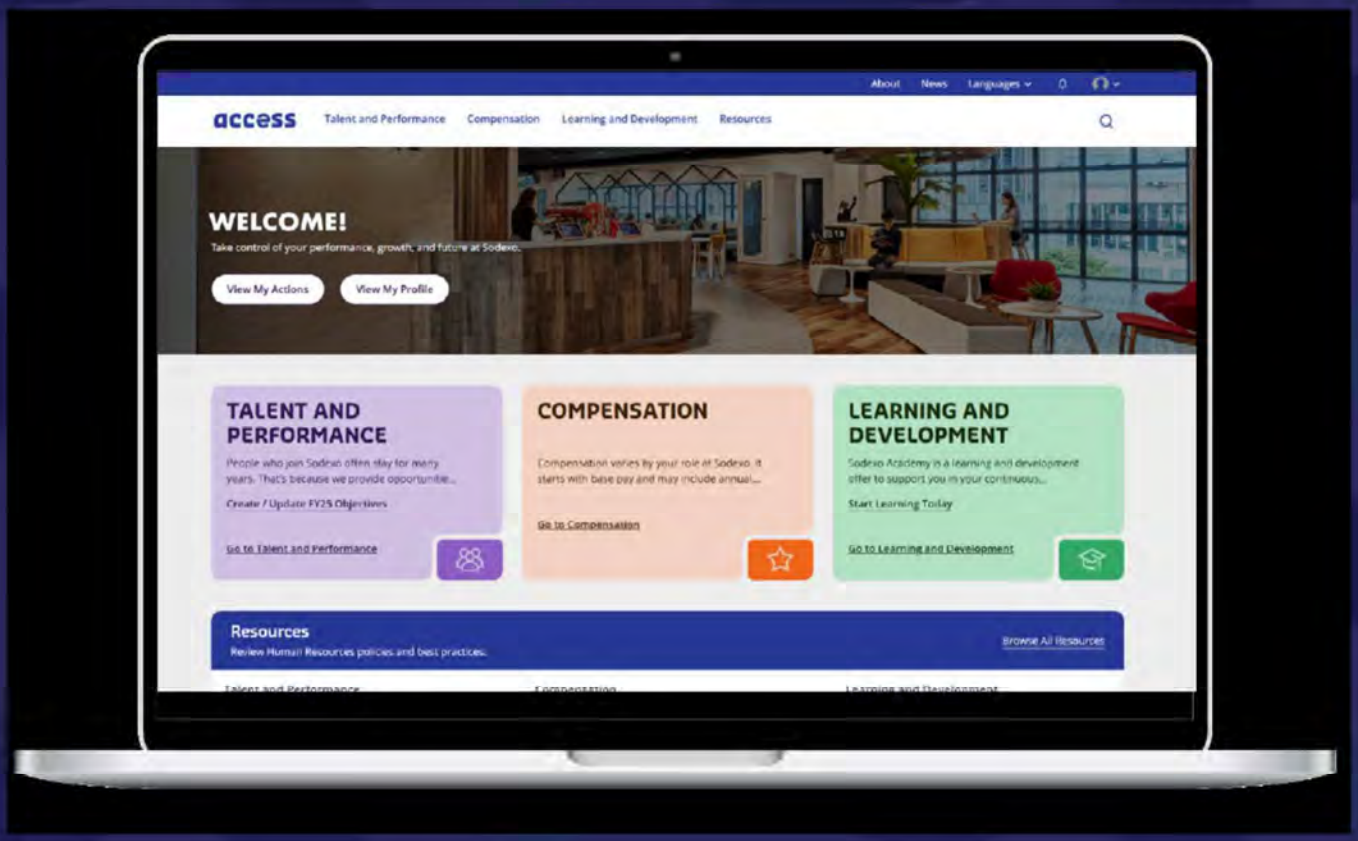
CUSTOMER SERVICE TRAINING

Experiences Matter is our customer service training program that develops and rewards outstanding customer service to enhance student satisfaction. This tool allows managers to perform their roles effectively by formalizing communication and recognition standards.



The Customer Experience Goals

- Reinforce a culture of energy, connection and outstanding customer service
- Impact employee retention and fuel the pipeline of future leaders
- Support Beaufort County School District through engaged and motivated employees
- Recognize our employees for the work they do to support student well-being



ACCESS LEARNING FOR EMPLOYEES, ANYTIME

Access is our all-in-one resource for online training, instructor-led course registration, career development planning and performance management. This comprehensive platform offers a wealth of tools and resources to help employees learn, grow and empower your team with the skills needed for success. At Sodexo, Access is the internal hub designed to support employee growth, unlock potential and help employees thrive in their career journey.

Empower professional growth with access to world-class learning platforms like TED@Work and Big Think, or programs like DiSC® and GROW®. Employees will also discover Sodexo-specific content designed to help them thrive in their role and beyond. From thought-provoking ideas to practical skills and tailored resources, our learning tools provide everything employees need to grow, innovate and succeed in their career journey at Sodexo.

BIG THINK EVERYTHING DiSC A Wiley Brand GROW® COACHING TED@Work Inspire new ways of working





4.0.1.9

Facilities Maintenance Services Quality Control

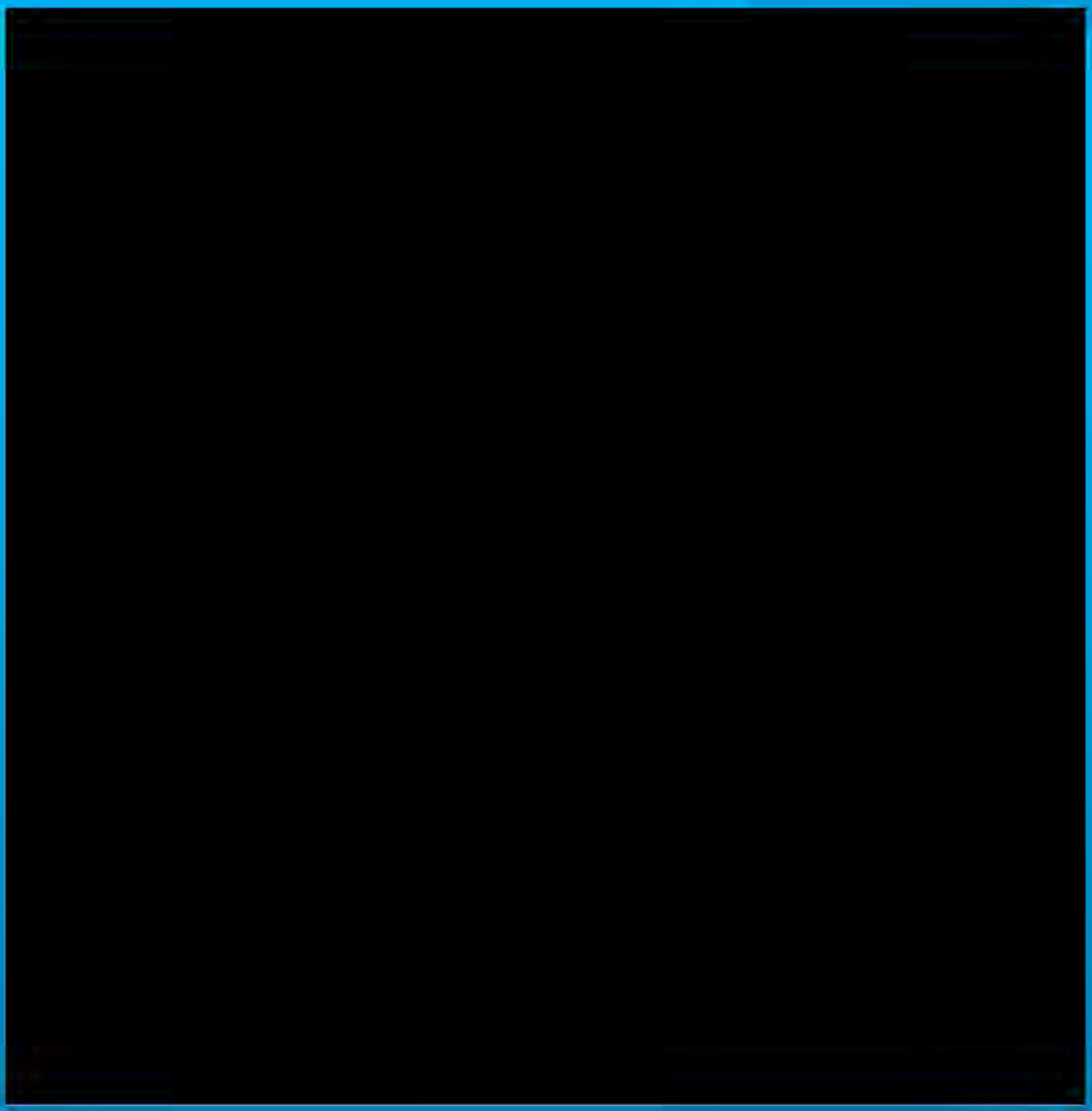
What system does your company use to measure the quality of your facilities maintenance services? Please describe here or attach a copy of your company's documents describing your system.

Note: Attach additional pages, if needed.

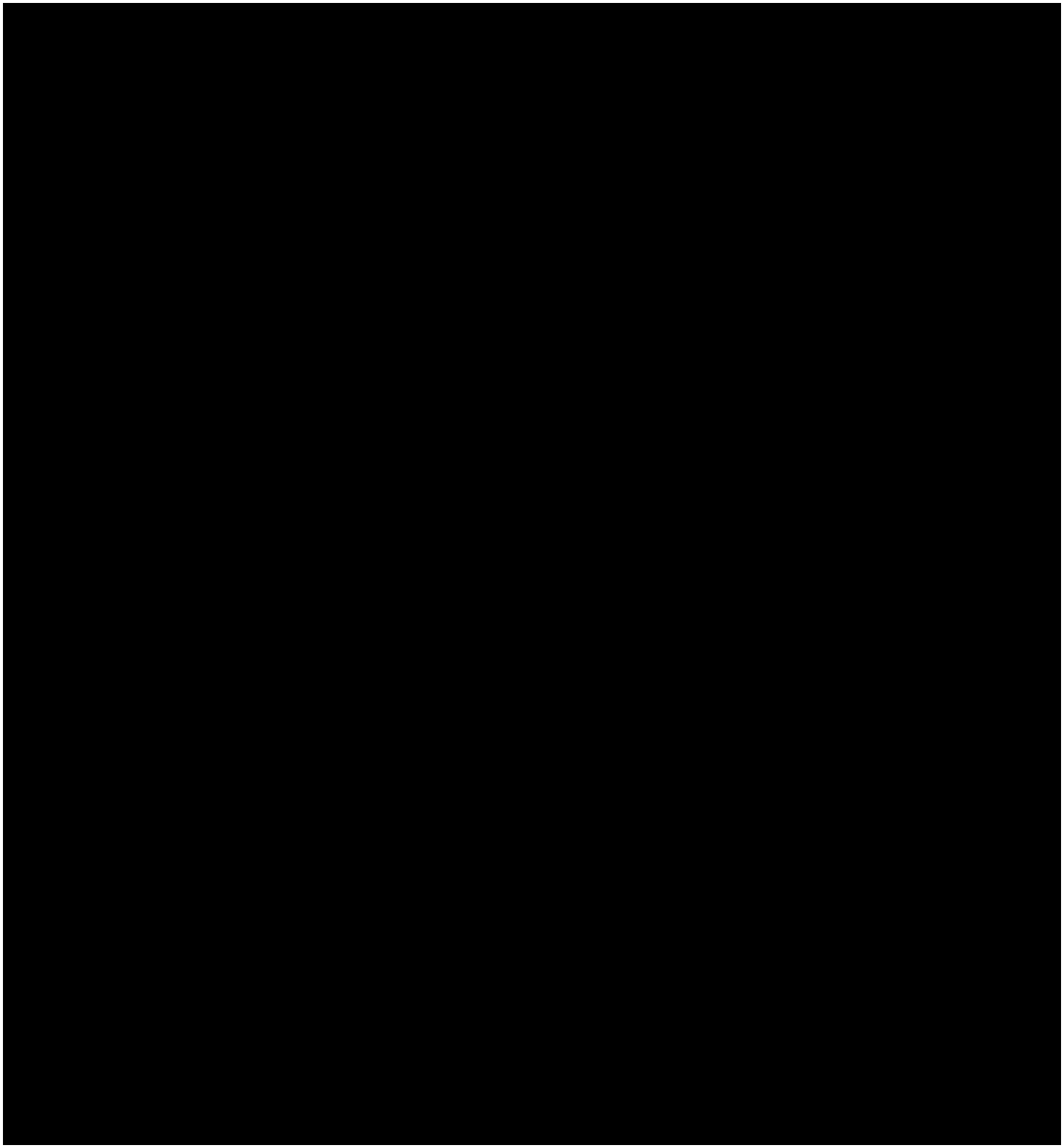
If your company uses a software quality control system, please name the system:

Sodexo's Quality Assurance System for Facilities Maintenance Services





We keep our finger on the pulse of every element in your learning and working spaces. Hand-held mobile technology makes it easy for our managers to record individual performance, identify training needs and offer coaching that will bring process improvements to your program and schools.



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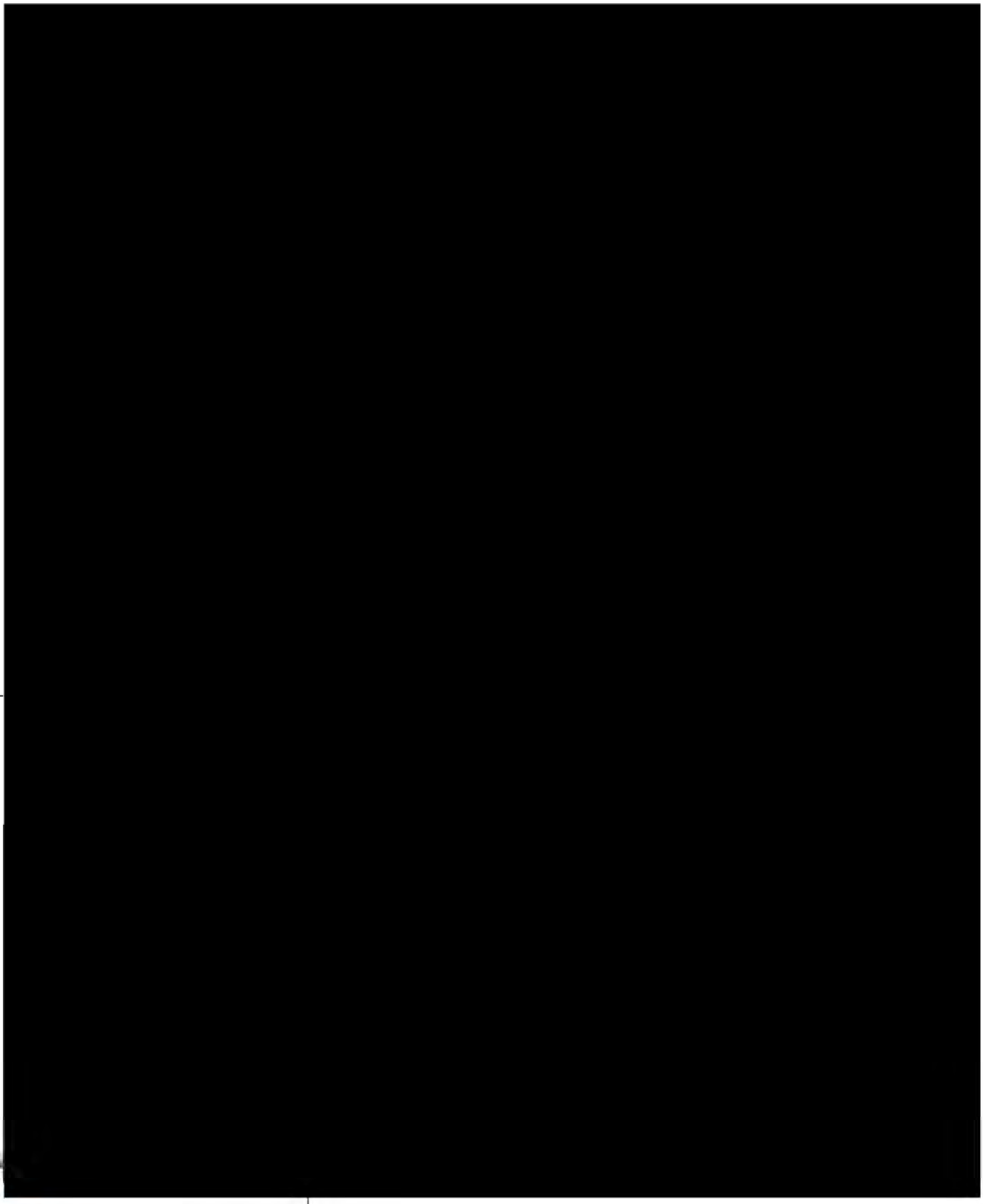

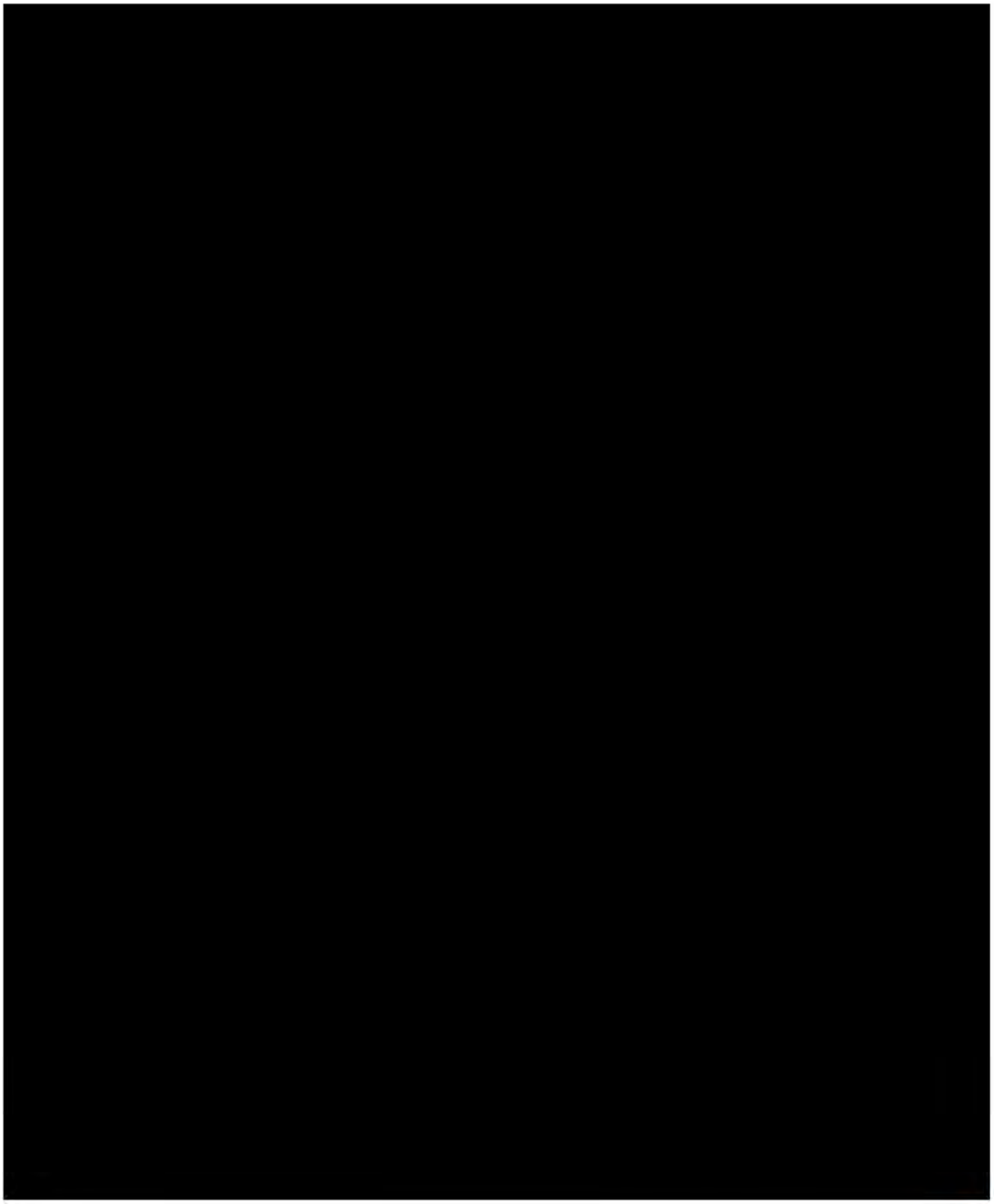

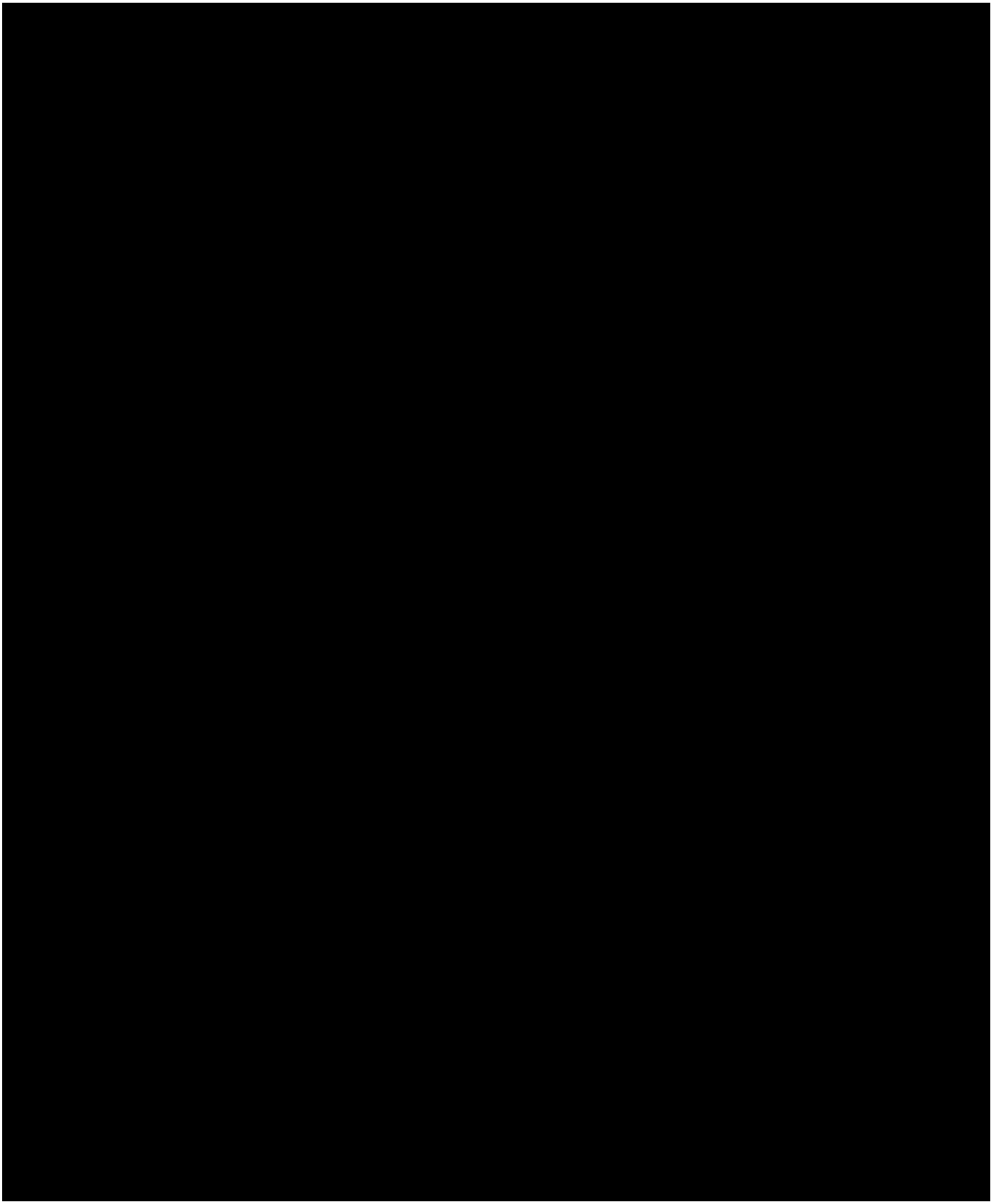

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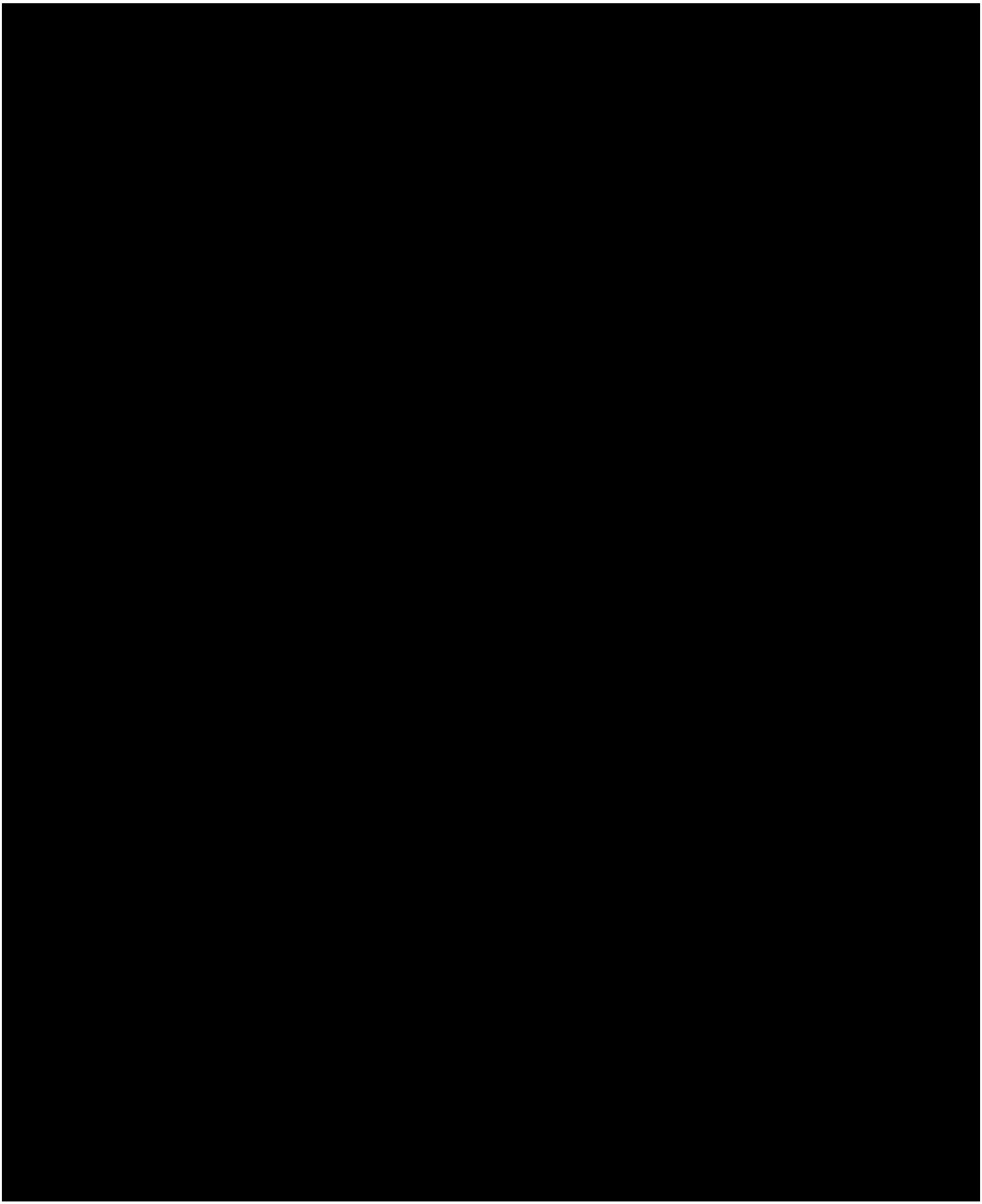

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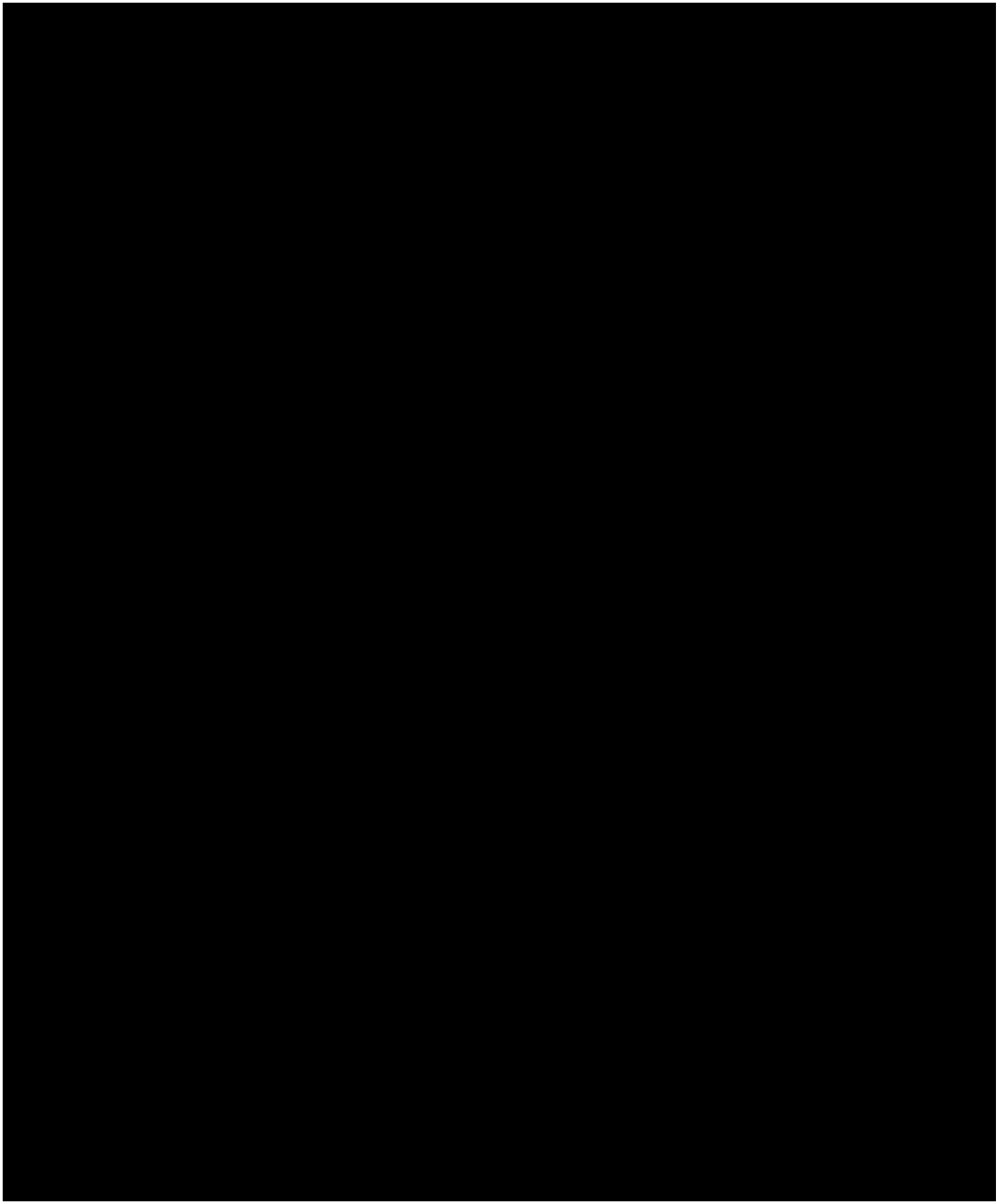

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Beaufort County School District will benefit from Sodexo's Quality Assurance program, which is designed to monitor quality and ensure KRI benchmarking.

ENSURING PRODUCTIVITY AND EFFICIENCY

To measure improvement, we will establish a balance by conducting customer and employee satisfaction surveys and award of excellence audits. Sharing results with administration and department employees assists in developing department goals. These audits and surveys will be conducted regularly and compared to baseline scores.

Additionally, we will utilize the data that is maintained in our systems, such as the CMMS which allows us to track the completion and timing of work orders, to evaluate the performance of our maintenance teams. Frequent informal rounds will keep managers in touch with activity in their zones, the needs of your students and faculty, and the people performing the work.

Classrooms, restrooms, stairwells, corridors and lobbies are checked for order and cleanliness, the work skills and pace of employees are observed, reinforcement training is given, and users are contacted. This active presence throughout the workday ensures a good appearance and rapid response to needs.

Formal rounds by the general manager, with administration, will assist us in establishing and reviewing quality standards, noting any deficiencies, implementing plans for improvement, and keeping us alert to campus needs. The supervisor will use thorough checklists noting the status of each item. Over time, the results will reveal trends, allowing our team to discuss implications of these results and trends for future improvements. Additionally, your manager will regularly review systems, cost control measures, training documentation and projects in process.

Annual client surveys will be distributed to Beaufort County School District key leadership team members, requesting their perceptions of our services and how well we are meeting the needs of the students and faculty at Beaufort County School District. We have found this practice to be very valuable, allowing you the opportunity to share your thoughts and opinions about the services being provided.

Results will be carefully reviewed and presented to Sodexo's senior management team as part of each manager's review. The final phase of the survey process is to determine implications from the results and to determine any improvements and enhancements to the program. In conjunction with the quality assurance program, our Key Result Indicators (KRIs) for labor are reviewed monthly by your on-site manager, using national benchmarking numbers as a comparison for custodial, grounds and maintenance. This way we can ensure labor is being maximized while maintaining quality. Any deficiencies will be addressed by the team and a customized solution will be created.

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Productivity and Efficiency

The tools that support our productivity and efficiency programs are:

- Quality Management System
- Asset Quality Management System
- CMMS
- Plant Operations and Maintenance Methodology
- Grounds Methodology
- Field Maintenance Cultural Calendars
- Custodial Methodology
- Custodial Site Management Software
- Quality Assurance Audits
- Third-party Audits
- Dashboard and KPIs Through Power BI
- Kronos



Identifying Beaufort County School District's expectations, setting measurable goals and maintaining communication standards are vital to building a successful, long-term partnership. Sodexo provides a framework to help us understand what is relevant to you as our client and to ensure that our technical delivery consistently meets your expectations.

ESTABLISHING GOOD COMMUNICATIONS

Robust communication with the director of operations and all Beaufort County School District staff is essential for a successful partnership. We will communicate with each other to monitor our progress and identify new needs and goals, so we can update action plans and ensure ongoing partnership success. That is why we will:

- Document expectations and commitments
- Work with you to agree upon success measures
- Thoroughly review your specific objectives prior to engagement
- Support Beaufort County School District with skilled professionals trained to efficiently address your expectations
- Build solid rapport with you through constant involvement with senior leadership combined with a strong network of management professionals

Day-to-day interaction ensures that each of your expectations is clearly understood and met at every level. Throughout our partnership, Beaufort County School District's program will be guided by a clearly defined final plan designed to deliver continuous value for the long term. Several elements combine to ensure service excellence at your schools:

- **Quarterly and Annual Review Meetings** – We pinpoint and refine evolving expectations to quantify value and ensure the highest quality deliverables.
- **Web of Influence™** – Multilevel corporate relationships form an effective checkpoint review system to ensure consistent service results and learn from any challenges that may arise.
- **Professional Expectation Management** – We coordinate ongoing management education related to retention efforts and effective management of your expectations.
- **Third-party Independent Assessments** – An independent consultant delivers objective assessments based on interviews conducted with selected contacts. These reports enable us to accurately gauge your perception of our relationship and the delivery of service solutions.
- **Partner Relationship Management** – Documented objectives and charted progress ensure continuity of service.
- **Creating Relevant Value™** – We ensure optimal alignment of resources and processes with established partner expectations.

To be effective, communication must be an unending two-way street. We will stay actively engaged in ongoing communications with you, as your partner, to ensure that we accurately identify current expectations and set measurable goals as your needs dictate. Keeping us both current is a key element in our long-term, successful strategic alliance.

To that end, Sodexo will maintain email service for our contract and cell phone connection with our on-site manager at all times.



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COMMUNICATION STRATEGIES

SATISFACTION SURVEYS AND PROGRAM AUDITS

To measure improvement, it is necessary to establish a baseline by conducting satisfaction surveys and program audits. The results are shared with our partners and department employees to assist in the development of department goals. These audits and surveys are conducted annually and compared to previous baseline scores.

INFORMAL ROUNDS

Informal rounds are made frequently throughout the day. Rounds keep supervisors in touch with unit activity, as well as staff and student needs. During these rounds, building operating conditions are verified, work skills and pace of employees are checked, and reinforcement training is provided.

This active presence ensures a good appearance and rapid response to needs.

FORMAL ROUNDS

Formal rounds are detailed inspections made by the management team with administration and department managers in their areas. Quality standards are set and reviewed, deficiencies are noted and improvement plans are formed. These rounds keep us alert to each customer's needs and standards.

QUALITY INDEX

Sodexo has a formal, documented quality control system. Areas are randomly selected for inspection. The supervisor uses detailed checklists, noting the status of each item on the list. The number of satisfactory checks for all inspections performed during the day is totaled, and this total as a percentage of all checks becomes the quality index, which can be graphed to reveal trends.

FEEDBACK

We seek feedback. All leaders receive a short questionnaire asking them to grade our service, quality of work and professionalism. The responses are tallied into number scores that can be charted.

REPORTS

THE PARTNERSHIP REPORT

One of the ways Beaufort County School District is kept informed about our activities is through The Partnership Report. This quarterly publication highlights our successes and demonstrates how we create and maintain clean, safe and comfortable learning environments across your campus. The Partnership Report features updates about the ways we succeed in meeting client expectations, including information on employee recognition, safety topics, accomplishments and the focus for the month.

DISTRICT COUNCIL

We recommend that a District Council meet with representatives from Beaufort County School District and Sodexo. The group should meet monthly during the first several months of our program, then bi-monthly thereafter, to review our progress and provide fresh direction for the next period. District Council meetings are valuable checks on service perceptions and the needs of the District.

ANNUAL AUDIT REPORT

An annual audit is performed by the district manager. The audit forces a detailed look at every component of our program: quality, systems, interdepartmental relations, cost control, and employee and management development.

The results of the audit are compiled into an annual report that summarizes our progress and achievements during the year, and outlines new operating goals, budgets and strategies for the coming year. We refer to this annual audit as the executive review.



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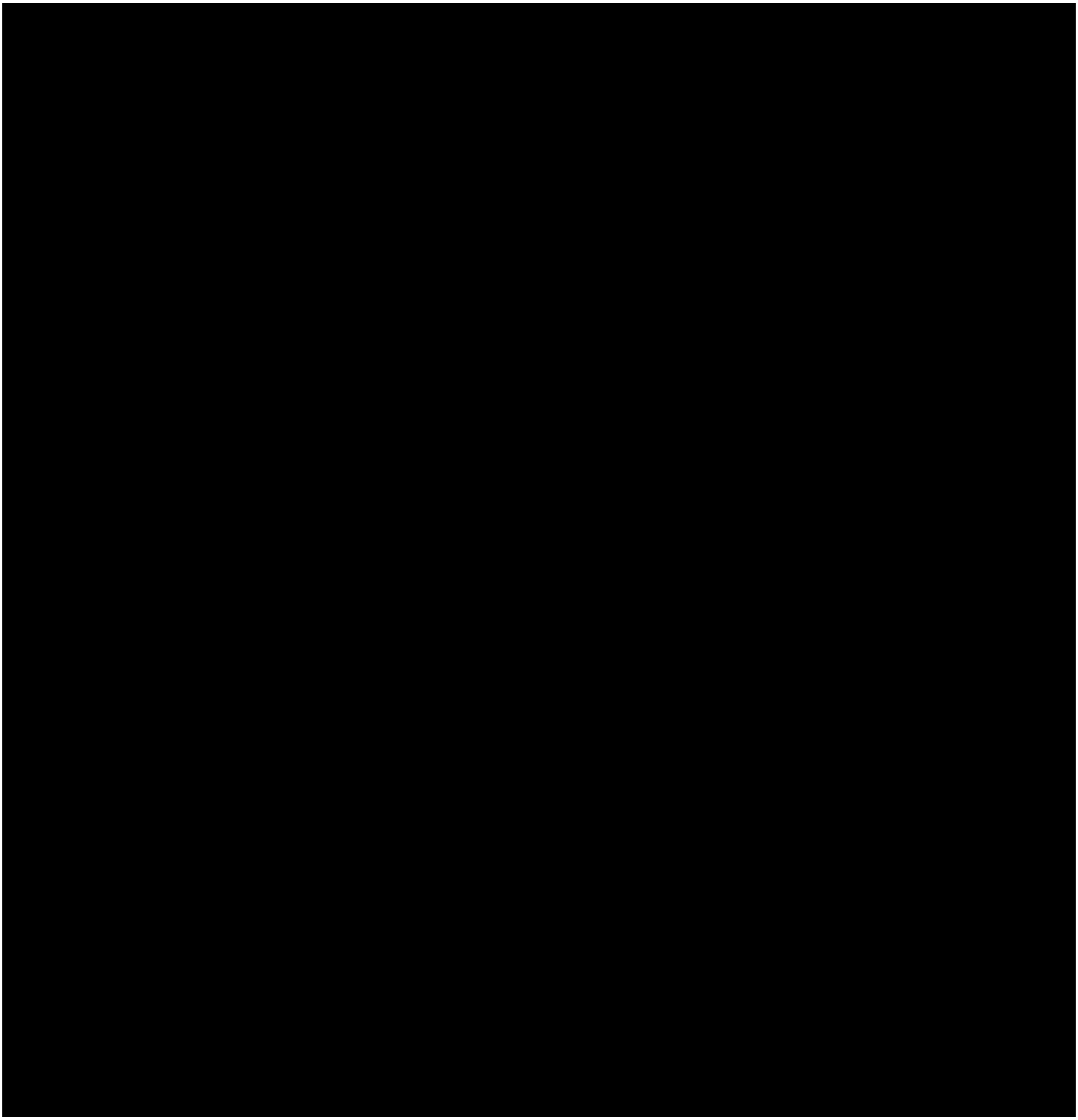
SURVEYS

Partner surveys will be sent each fall to all appropriate Beaufort County School District administrators. The survey requests that our partners provide us with their perception of the services we provide and how well we are meeting the needs of Beaufort County School District. Similar surveys are used in all Sodexo markets and are considered a valuable source of information. The results of the surveys are carefully monitored and presented to Sodexo's senior management team.



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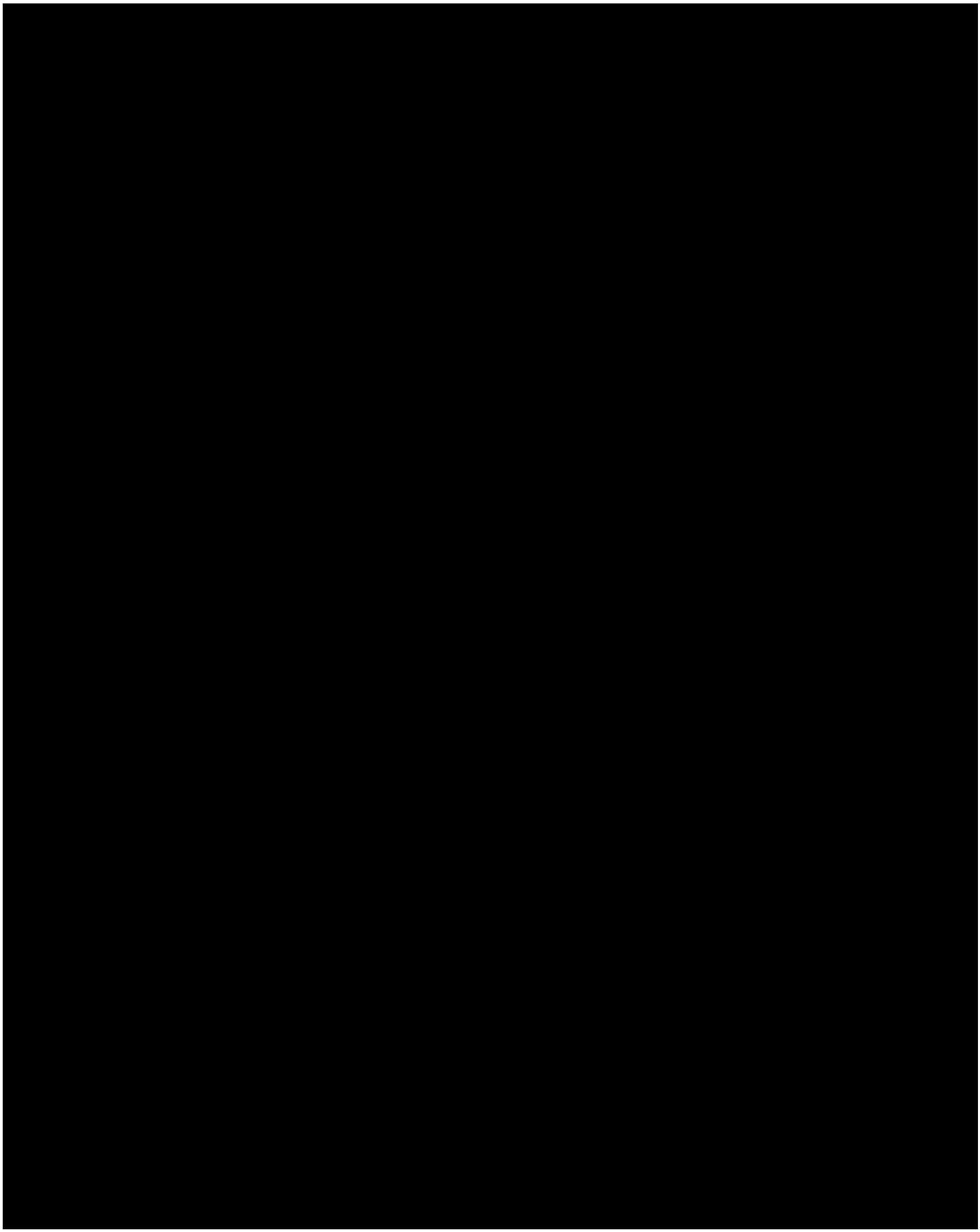





4.0.1.10

Facilities Maintenance Services Management System

Does your company use software to manage your maintenance services?

X *Yes* __ *No*

If yes, what software does your company use to manage your maintenance services?

Sodexo brings deep, hands-on experience working with a wide range of industry-leading CMMS platforms, including SchoolDude, Asset Essentials, eMaint, FMX, Hippo CMMS, and Maintenance Connection. Our teams are well-versed in tailoring these systems to support efficient work order management, preventive maintenance scheduling, and asset lifecycle tracking—ensuring maximum system uptime and data-driven decision-making for school operations.

From our understanding, Beaufort County Schools currently utilizes SchoolDude and plans to transition to a new CMMS solution in the coming year. Rest assured, Sodexo will fully leverage SchoolDude to optimize facility operations during this interim period and, if selected, we would be honored to assist in the evaluation, selection, and seamless integration of your next CMMS system. Our goal is to ensure your district has a solution that not only supports day-to-day maintenance but also aligns with long-term operational goals and reporting requirements. Please see additional details on the following pages.











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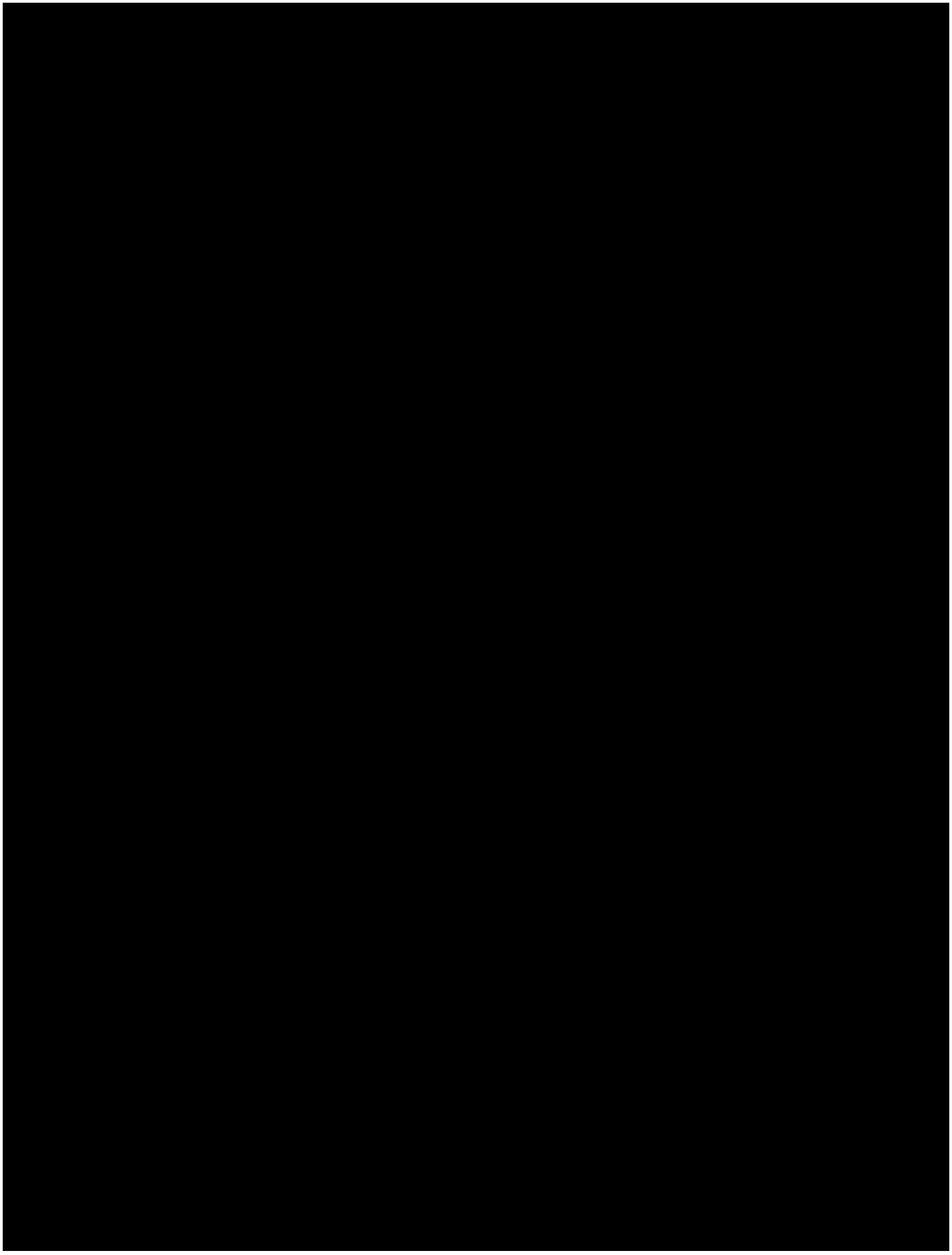

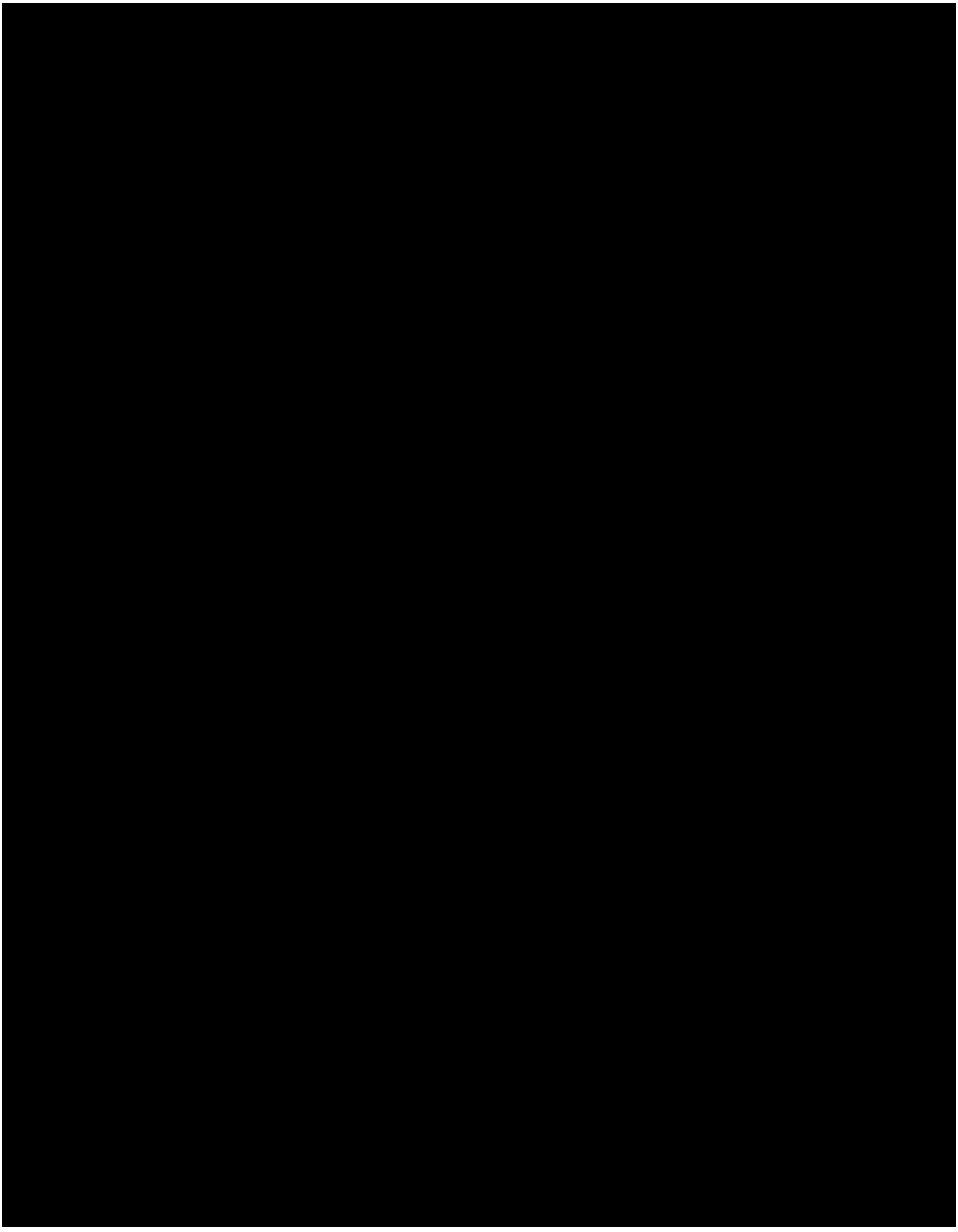


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KEY PERFORMANCE INDICATORS (KPIS)

We understand the importance of meeting your school's required APPA levels and recognize that achieving these standards requires a strong partnership. Sodexo will educate, train, and hold our employees accountable for delivering enhanced service while maintaining a focus on key performance metrics that drive efficiency and quality. Our management team will work closely with your administration to uphold customer service excellence and tailor our proposal to support Beaufort County School District's specific goals effectively.



KPI-DRIVEN PERFORMANCE MANAGEMENT

We will establish and monitor KPIs to ensure consistent, high-quality service for Beaufort County School District. These KPIs will serve as benchmarks for performance, guiding service improvements and operational decisions. Sodexo will work with your District to define and agree upon mutually determined KPIs that align with your operational and financial goals.

By setting clear performance targets and regularly measuring against them, we will drive consistency and efficiency in facility services. Tracking these metrics will help identify opportunities for improvement and provide a fact-based foundation for enhancing service delivery.

EXAMPLES OF KPIS

We will develop and refine KPIs as we gain a deeper understanding of Beaufort County School District's specific needs. Examples of initial KPIs include:

- **Employee Productivity –** Measuring productive versus non-productive time using our CMMS to identify opportunities for increased efficiency and better resource allocation.
- **Satisfaction Levels –** Tracking feedback from District staff and stakeholders on cleaning quality and responsiveness using data from our SMS.
- **Responsiveness to Requests –** Monitoring response time and effectiveness in handling service requests through our CMMS
- **Number of Complaints –** Tracking and analyzing complaints to address root causes and improve service delivery.
- **Service Delivery Failures –** Identifying and correcting issues related to staff training, competency, or skills through SMS reporting.
- **Total Cleaning Calls/Requests –** Measuring workload and identifying patterns using CMMS data to optimize staffing and resource allocation.

- **Percentage of Calls/Requests Exceeding SLAs –** Tracking compliance with service-level agreements and identifying gaps using CMMS reports.
- **On-Time Completion of MAC (Move, Add, Change) Activities –** Ensuring timely execution of facility adjustments using CMMS scheduling.
- **Completion of Special Cleaning Projects –** Monitoring progress and adherence to scheduled timelines using SMS and CMMS data.

PRODUCTIVE VS. NON-PRODUCTIVE TIME

A key focus will be on improving employee productivity by using CMMS data to track and balance productive versus non-productive time. By analyzing work patterns and task completion rates, we can minimize downtime and ensure staff are effectively deployed across tasks. Reducing non-productive time will increase overall efficiency and improve the quality of service.

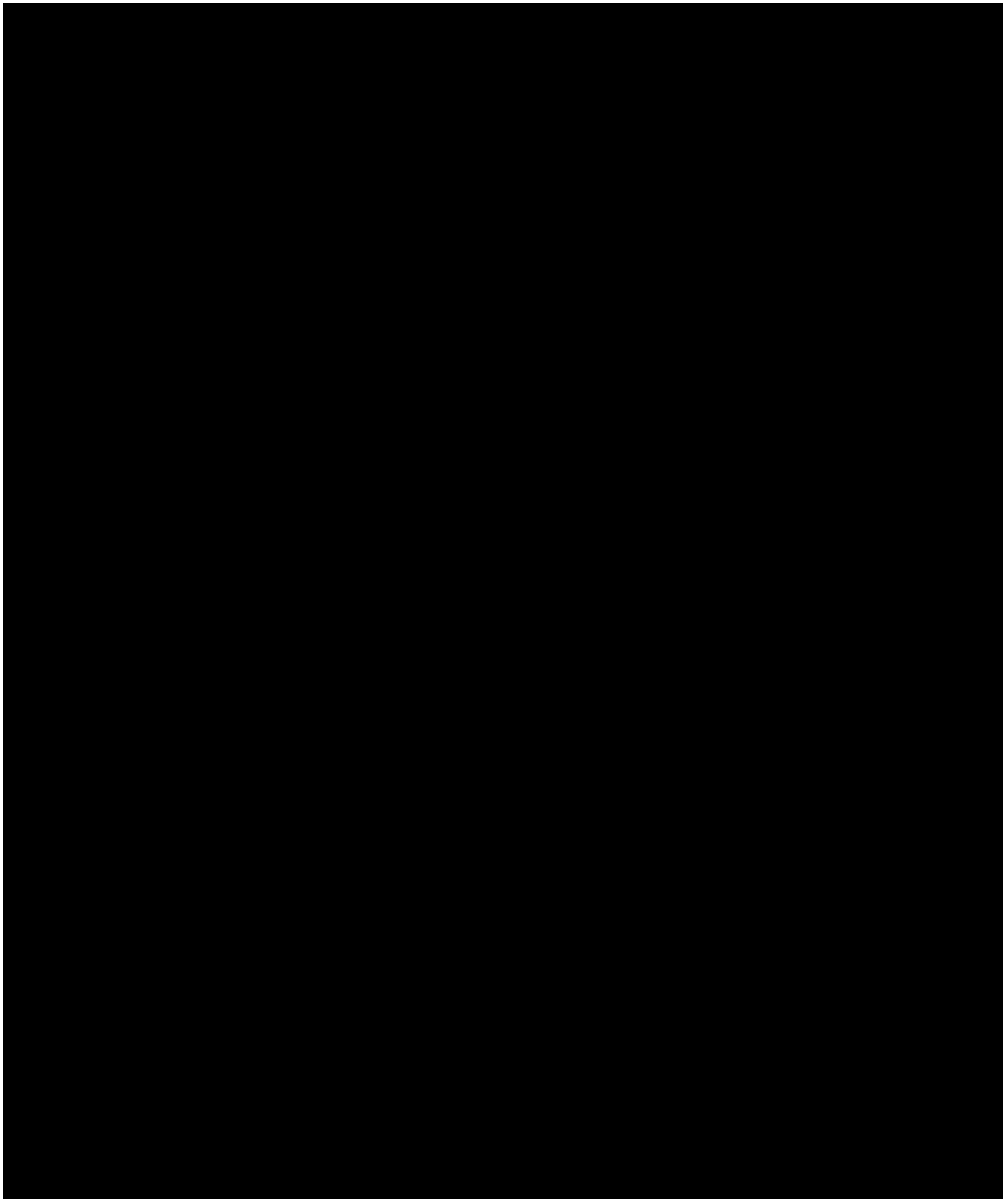


CONTINUOUS IMPROVEMENT AND ACCOUNTABILITY

Sodexo and Beaufort County School District will share responsibility for refining systems, standards, and performance measures. We will track and report KPI performance based on an agreed-upon schedule and collaborate with District leadership to recommend corrective and preventive actions.

We firmly believe that measuring performance is the foundation for improvement. Without clear, measurable outcomes, service enhancement remains a vague goal rather than a tangible achievement. Our data-driven approach ensures that facility services meet and exceed Beaufort County School District's expectations.



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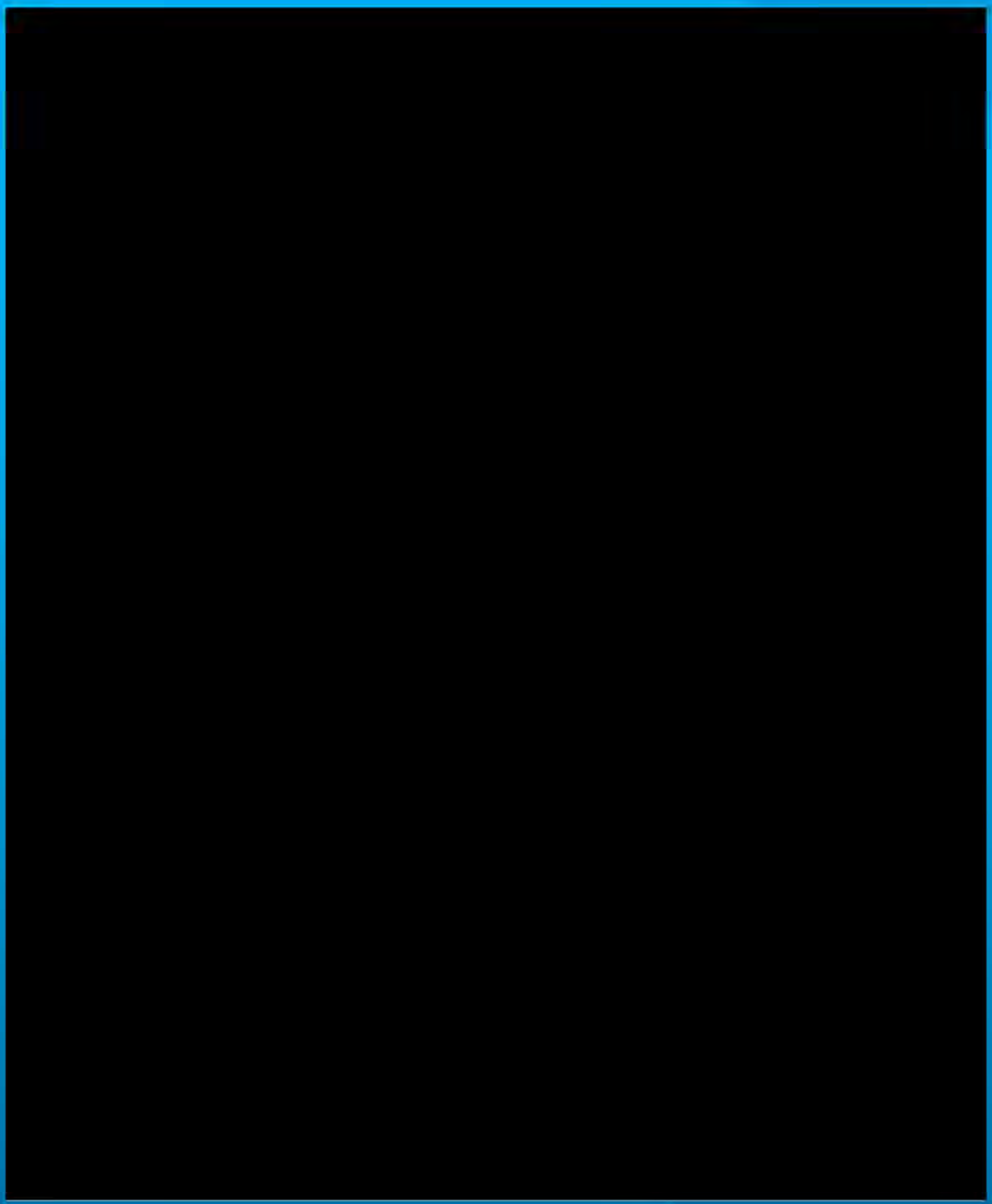
Project-Oriented with Teams of People Within Sodexo We Can Call Upon for Help

In addition to the three core Facilities Management Services, Sodexo has what we call Incremental Services – Utility Expense Management, Energy Management, Project Management and Construction Management. These services tend to be more project-oriented and we have teams of people within Sodexo who we can call upon for help as needed. Projects range from replacing a boiler to constructing a new building. We look forward to the opportunity to discuss projects and the many resources we will have available to you in the future.



GROUNDS

METHODOLOGY AND PROGRAM COMPONENTS

The Sodexo grounds system is foundationally supported by highly trained and specialized teams, proven and proprietary processes, and state-of-the-art supplies, materials and partnerships with leading manufacturers.

It's a system built to ensure:

- **Safety** – Preserving well-being and reducing liabilities are our top priorities every day
- **Curb appeal** – Appearance influences teachers', parents' and students' District choice
- **An environmentally respectful approach** – We will work closely with you to create the right environmental balance for Beaufort County School District

Best Practices, Globally Proven Process

With Sodexo managing your grounds through our internal team and existing subcontractors, your District is assured of a clean, well-defined and safe environment for the Beaufort County School District community.



CONTINUOUS IMPROVEMENT

Sodexo is committed to a true partnership where, together, we provide innovative products and services that make a marked improvement in facilities maintenance quality, enhance the academic and lifelong success of students and build positive District communities focused on academic achievement.

In doing so, we will put our extensive experience, tremendous resources and proven best practices to work for you efficiently, seamlessly and successfully.

Our program is an ever evolving one. We will introduce new methods and proceeds to keep up with what is current.

Initial areas that we would like to discuss include:





Vision, Strategy and a Brighter Path

Input starts with the tactical and ends with vision, strategy and a brighter path – from project management status to maintenance reports to the mobile integration of soft facilities management updates from teams all the way to interfaces with purchasing software and informed approaches to capital planning and construction.

POTENTIAL INNOVATIONS AND ENHANCEMENTS

As we build for the future, Sodexo proposes exciting innovations to help drive greater efficiencies, cost savings and success. These include:

[redacted]



[redacted]







4.0.1.11

Key Control Policy

Contractor will be required to adhere to the BCSD Key Control Policy. Individuals will be personally responsible for assigned keys. Any lost keys will require reporting and penalties as described in the BCSD Key Control Policy. Supervisor level and above shall be given master keys to the building. Any lost keys will require reporting and penalties as described in the key control policy. All non-supervisor level employees will be given interior door master keys and an access control card to enter the exterior of the building. Supervisors will be responsible for providing access to portions of the building not accessible by non-supervisory level employees when needed.

KEY CONTROL AND RISK MITIGATION STRATEGY

To safeguard access to school facilities and minimize operational and security risks, we will implement a layered key control program that combines secure physical protocols with advanced electronic tracking systems.

1. PHYSICAL KEY MANAGEMENT

CENTRALIZED KEY ISSUANCE AND INVENTORY

All district and building-level keys will be cataloged and securely stored in lockable, access-controlled cabinets. Each key will be assigned a unique identifier and tracked through a centralized digital inventory system.

RESTRICTED ACCESS AND ACCOUNTABILITY

Key access will be limited to authorized personnel only, based on job function and scope. All issued keys will require a signed acknowledgment of responsibility and adherence to Sodexo's Key Control Policy.

DAILY RECONCILIATION AND MONTHLY AUDITS

On-site supervisors will oversee daily key check-in/check-out processes and conduct monthly physical audits to ensure 100% accountability of all keys.

2. ELECTRONIC TRACKING TECHNOLOGY

To further reduce the risk of loss or misplacement, Sodexo will deploy electronic key tracking solutions for high-value and master keys, including:



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OUTCOME

This comprehensive system ensures 100% key accountability, mitigates risk and provides real-time visibility into key movement, reinforcing the safety and security of Beaufort County School District's facilities.



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4.0.1.12

Financial Stability


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Each Offeror must provide their audited end-of-year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years. Financial Stability is an Evaluation Criterion and it is an essential evaluation factor.

GOVERNMENT COMPLIANCE

SAFEGUARDING YOUR INTERESTS

Sodexo has gained valuable experience in serving District programs similar in size and complexity to Beaufort County School District and has built a strong understanding of the importance of maintaining operating standards that meet or exceed federal and state guidelines. This expertise translates into proven practices in similar districts that when applied to Beaufort County School District will aim to strengthen your facilities management program and guarantee the highest compliance with current laws and regulations.

Our management team will work with District personnel and departments to evaluate current practices, highlight areas in need of improvement and make any changes necessary to stay in compliance with government requirements.

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PLAN

It is the company's policy to provide equal employment opportunities without regard to race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status in full compliance with the Civil Rights Acts of 1964 and 1991, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990, as amended; the Equal Pay Act; the Rehabilitation Act of 1973, the Pregnancy Discrimination Act; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; the Presidential Executive Orders and the regulations of the United States. The company will continue to provide reasonable accommodation for the known physical and mental limitations of any qualified disabled employee or applicant.



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4.0.1.13

Exemptions

accounting systems and other software ("Third Party Product[s]"), is owned by or licensed to Contractor and not District. Furthermore, District's access or use of such software shall not create any right, title, interest, or copyright in such software, and District shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Contractor; however, at District's request, upon termination or expiration of this Agreement Contractor shall provide District with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.

D. The provisions set forth in this Section shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Contractor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.





4.0.1.14

Student Employment Program

Beaufort County School District (BCSD) seeks collaboration between the awarded maintenance contractor and the district's Career and Technical Education (CTE) departments to offer two to four paid summer internship opportunities annually for BCSD students.

BCSD will promote these internship positions directly to students through district communication channels. The awarded contractor shall be responsible for all aspects of program implementation, including, but not limited to, recruiting, hiring, training, supervision, payroll administration, and managing all associated human resources requirements.

Proposals should clearly outline your approach to student mentorship, training methodology, supervision protocols, and intended learning outcomes to ensure meaningful and beneficial internship experiences.

SODEXO TRADES APPRENTICESHIP PROGRAM: WORKFORCE DEVELOPMENT THROUGH STUDENT SUMMER INTERNSHIPS









5.0
Qualifications

5.0 QUALIFICATIONS

5.0.1 QUALIFICATIONS OF OFFEROR (MAR 2015):

a) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider:

(i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or

(ii) any subcontractor you identify.

b) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

c) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

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5.0.2 QUALIFICATIONS – SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):

a) This section establishes special standards of responsibility. ***UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:***

1. *Contractor must presently be providing facilities maintenance services or have provided such services within the last 18 months for a K-12 school district(s) or commercial business(es) with similar specifications.*
2. *Contractor shall be licensed and permitted to perform all work included in this RFP, including any special licenses and/or permits. Copies of all licenses and/or permits must be submitted with this RFP.*
3. *Contractor must have staff support to provide an effective quality control program, a training program and make available technical support on a daily basis required by the District.*
4. *All equipment, materials, supplies, and parts (other than those specifically excluded in writing) to perform the services described will be the responsibility of the Contractor. District reserves the right to not accept substitutions.*
5. *Contractor must provide evidence of a sound financial position for the past three (3) fiscal/ calendar years of the proposer, such as furnishing copies of formal financial statements or statements of financial integrity from each bank of whom the proposer was a business customer on letterhead of the financial institution and signed by an officer of the institution.*
6. *Contractor must have a record of at least three (3) years of a successful facilities maintenance service performance with a school district(s) or commercial business(es) similar into the specifications.*
7. *The Contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The Contractor or sub-Contractor(s) of the Contractor will not employ at less than the established federal and state minimum wage. The Contractor will give each employee a criminal background check. All preliminary criminal background checks must be completed prior to employment and the reports on each employee must be submitted to the Chief Operations Officer (COO) or designee. This check must include a South Carolina and Nationwide criminal background check to include sex offenders and aliases. The District is currently under contract with Background Investigative Bureau for this service. All costs for criminal background checks are the responsibility of the Contractor. No employee who has a police record other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. The Contractor shall use persons who are thoroughly trained in the necessary skills for grounds maintenance. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol or tobacco, or use of illegal drugs or possession of weapons on BCSD property. All employees shall be dressed in an appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance. Uniforms and BCSD approved identification badges shall be worn which fully identify the worker as a member of the Contractor's workforce.*
8. *Contractor must be an established business entity, registered, and licensed to do business in Beaufort County and/or the City of Beaufort, the Town of Bluffton, the Town of Hilton Head Island, the Town of Port Royal and Jasper County in the State of South Carolina. Contractor must submit proof of such annually.*
9. *The successful Contractor will have adequate insurance coverage to protect interests of the Contractor as well as the school district including workers' compensation coverage for employees of the Contractor. The Contractor must submit a certificate of insurance showing all required coverage, and resubmit annually or more often as needed to show continuous coverage. See Section 7.1.4 for required coverage.*

10. *It is the responsibility of the Contractor to secure all equipment during and after use to prevent injury to students or any person not authorized to use such equipment.*
11. *Contractor shall designate, in writing, to the COO or designee, a contact person for daily operations.*
12. *The COO or designated representative may conduct, at any time, Quality Assurance inspections to assure contract compliance. Contractor must provide a manager to accompany the BCSD inspector.*

Sodexo acknowledges the special standards of responsibility outlined by Beaufort County School District and meets the mandatory qualifications, including experience providing facilities maintenance services for K-12 school districts and commercial businesses with similar specifications, maintaining current licenses and permits and demonstrating three years of a successful facilities maintenance record, as detailed in our proposal. Our submission shows that Sodexo has a robust quality control program, the necessary financial integrity evidenced by formal statements, properly registered for business in Beaufort County and adequate insurance coverage, along with staffing that meets stringent background check and training requirements. Sodexo agrees that, contingent on the award, all equipment will be secured, a designated contact person for daily operations will be in place and a manager will accompany quality assurance inspections conducted by the chief operating officer or their representative.

5.0.3 QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked "Exceptions" and clearly detailed in proposer's response.

a) *The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.*

   The general history and experience of Sodexo in providing facilities management services of similar size and scope is outlined in Section 4.0.1.3 Facilities Maintenance of this proposal. This section also provide insight into Sodexo's 50-plus years of facilities maintenance management experience, exceeding the five-year requirement of Beaufort County School District. Please refer to this section for additional information and details.

b) *Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.*

[redacted]

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c) FINANCIAL RESPONSIBILITY:

Banking Reference: _____

Name of Bank Officer: _____

Phone: _____

How many years with this bank? _____ *Years*

[redacted]

d) INSURANCE COVERAGE:
Prior to contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the District as Additional Insured shall be provided to the District. See Section 7.1.4 for required coverage

[redacted]

e) A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.

Please refer to Section 4.0.1.4 Bidder Experience and Capabilities for a detailed narrative that lists the three (3) most recent, comparable contracts for facilities management that Sodexo has performed.

f) A list of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.

Please refer to Section 4.0.1.4 Bidder Experience and Capabilities for a list of similar projects for which Sodexo has performed at any time during the past three years with services substantially similar to those sought in this solicitation.

g) Must have a clear understanding of industry standards and best practices.

Sodexo is one of the largest providers of facilities management services in the world and has a clear understanding of standards and best practices. We highlight some of them in Section 4.1.0.3 Facilities Maintenance Experience.

h) Offeror shall provide with their proposal copies of all appropriate certifications, licenses, and permits, as well as evidence to support the documentation.

Offeror is registered to conduct business in the State of South Carolina. Offeror possesses the appropriate certifications, licenses, and permits to provide facility management services and will obtain any other certifications, licenses, and permits that may be required.

i) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state, and local laws, statutes, ordinances, rules, and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.

[redacted]

j) Must have the capacity to acquire all bonds, escrows or insurance as outlined in the terms of this RFP.

We confirm our capacity to acquire all necessary bonds, escrows and insurance as specified in the terms of this RFP. Please refer to the Required Documents section of this proposal to view all documents required for submission as outlined in the RFP.

k) List of failed projects, suspensions, debarments, and significant litigation.

[redacted]

25-SCH-483600

l) List of at least five (5) references of similar projects for these services.



5.1 SUBCONTRACTOR IDENTIFICATION:

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

Sodexo will not be subcontracting any part of this contract and plans to perform all work as outlined in this RFP. Therefore, no subcontractors will be identified or proposed for this contract.

25-SCH-483601





Required Documents





REQUIRED **DOCUMENTS**

1. Property of Sodexo
2. Statement of Intent
3. Certificate of Insurance
4. License to do Business
5. W/MBE Compliance
6. Addenda
7. Request for Proposal

This proposal contains proprietary and confidential information of Sodexo. It may not be disclosed to third parties without Sodexo's prior written consent. As the recipient of this proposal, you agree to use due care to prevent its unauthorized use. This proposal is submitted in the name of Sodexo, Inc. ("SI"), however, if awarded this bid SI will contract under the name Sodexo Operations, LLC.



PROPERTY OF SODEXO

This proposal remains the property of Sodexo. No part of this proposal may be reproduced or transmitted in any form or by any means. It is presented with the express understanding and agreement that the information and data herein will be solely for internal use only. Except where required by law, any other use, duplication or review requires express permission of Sodexo. Proposal will be valid for a period of 120 days. This proposal is submitted in the name of Sodexo. However, if awarded this bid, Sodexo will contract under Sodexo Operations, LLC.

STATEMENT OF INTENT

The future will bring new challenges and opportunities requiring innovative changes and management expertise. To this, we pledge our complete support.

25-SCH-46810

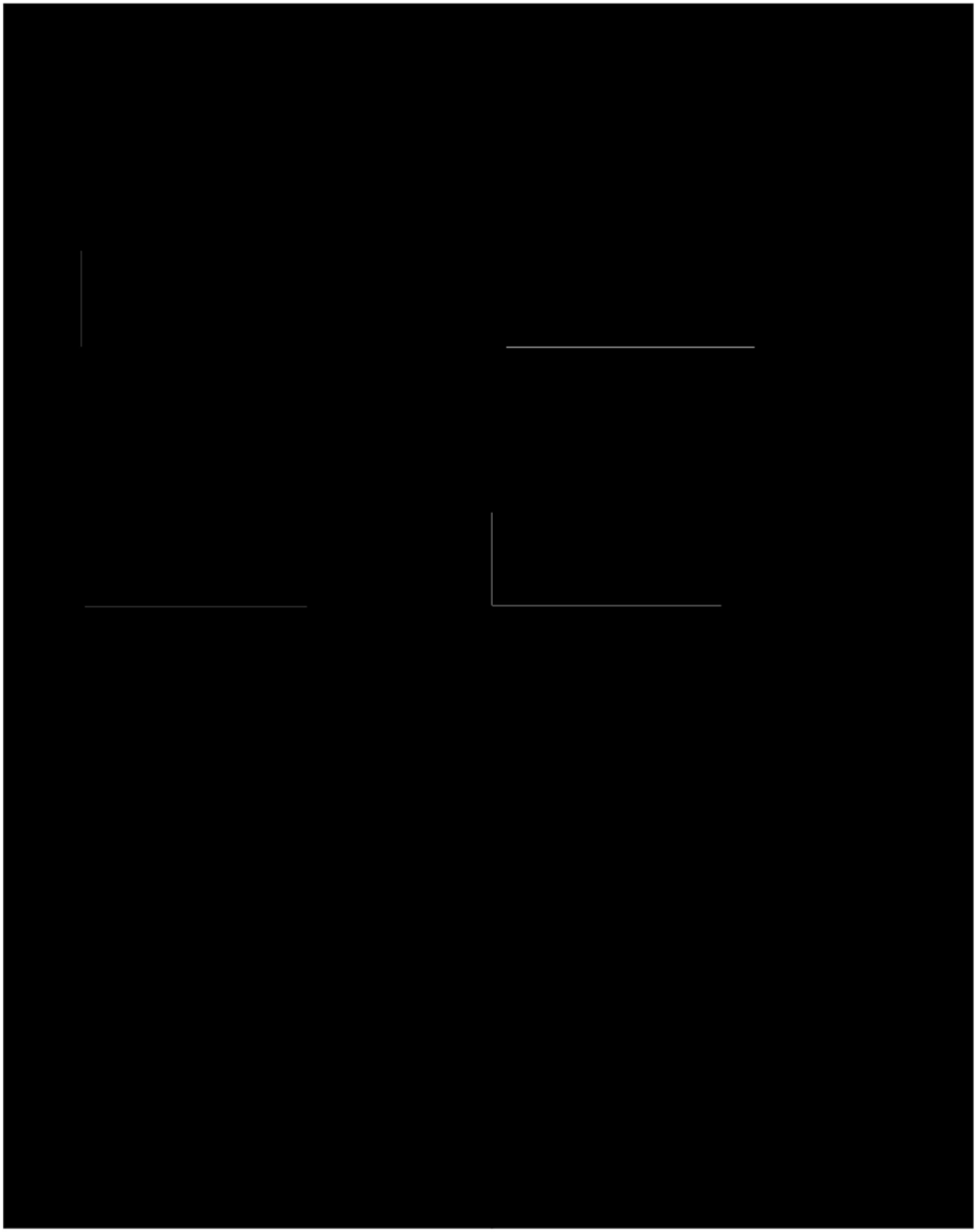
Beaufort County School District

Addendum 1

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	April 21, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

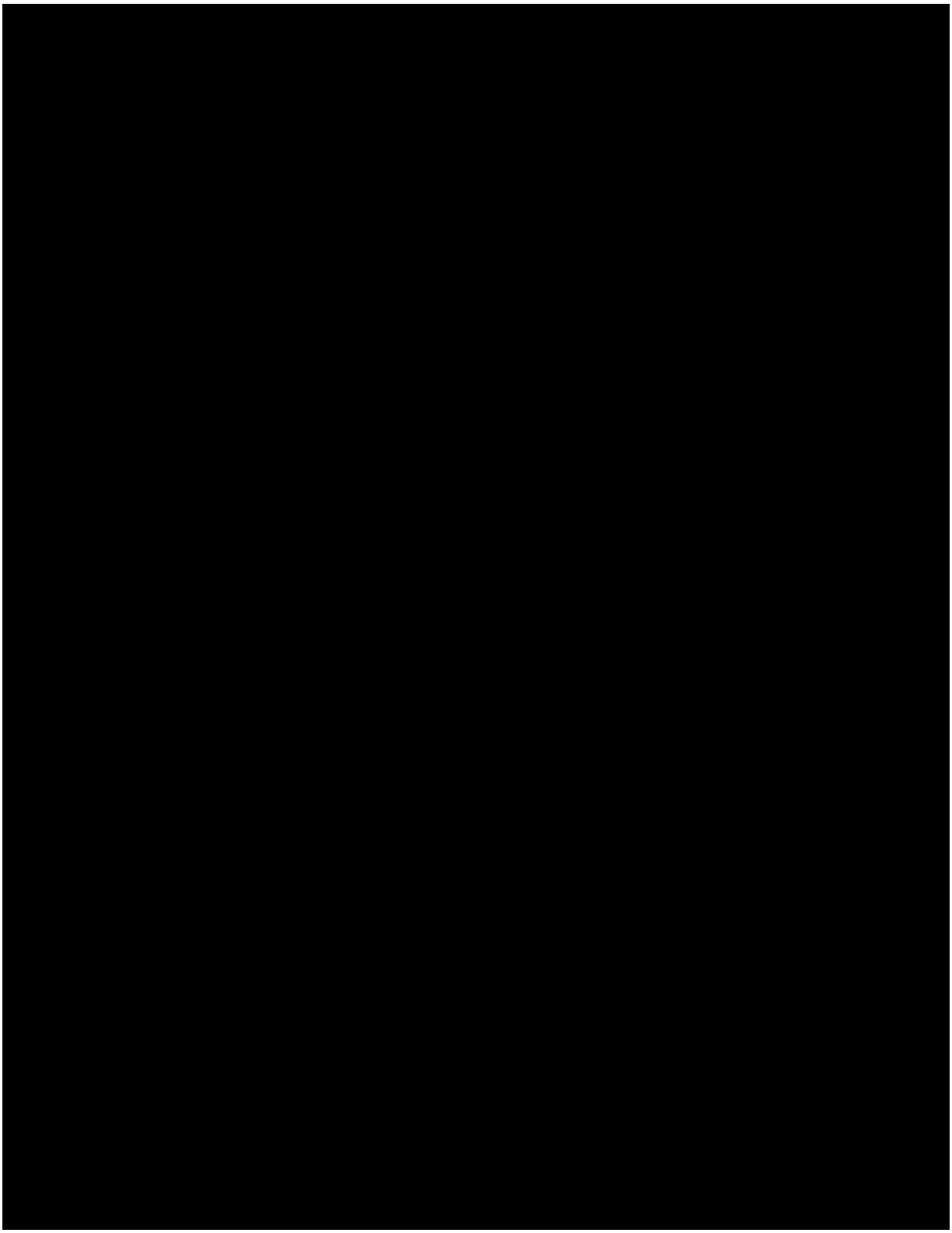
Request for Proposals (RFP)

[redacted]



Questions and Answers:

1. Can you please provide current wages of employees?
   This can be provided through the current contract ABM, not Beaufort County School District.
2. On the staffing totals, there are different numbers listed for the total positions on page 71 and page 74. On page 71 it states that there are 64 but there are additional positions listed on the org chart that increases the number beyond the 64. This may have something to do with the shading of the employees and whether some of the staff are district employees. Can you please confirm the total number of staff that are needed for this proposal? 64 is the current base staffing plan this includes field technicians, field supervisors, management team and office/warehouse support staff. No maintenance staff are currently district employees.
3. Is there a union that represents maintenance employees? No, there is no local union in Beaufort area. Closest union is UA Local 421 in Charleston for Plumbers, Pipe Fitters, Welders, HVAC/R.
4. Are maintenance supervisors allowed to drive school district vehicles? Yes, maintenance supervisors are assigned school district vehicles.
5. How many vehicles does the current provider have in place for management staff?
   ABM currently provides vehicles for their management employees (this is separate from supervisors), 7 in total, which includes 6 for managers and 1 spare vehicle.
6. On page 6 there is one section that asks for "six (6) Original Signed Copies" and another section asks for "1 (one) original set and five (5) copy sets". Which of the two is correct?
   "1 (one) original set and five (5) copy sets".
7. Are any of the current staff part-time and is there a change in staffing levels or hours in the RFP compared to the current contract? No current part-time staff. The solicitation requests two pricing proposals, one based on current staffing levels, and second based on recommended staffing levels to execute the contract successfully.
8. Page 57 of RFP states the performance bond is "Non-Applicable" but it goes on to state that "A performance bond and a Labor and Material Payment Bond will be required for 100% of the proposed/contracted amount on the various projects that exceed $50,000". Can you clarify if a performance bond is required? It says Non-Applicable next to the heading because it is not required.
9. Section 4.0.1.7, transition plan ask for understanding of the transition process and items d and e of that section ask for "Review of existing vendor contracts" and "Review of existing facilities". What is the district looking for as it pertains to these two items?
   d) Review of Existing Vendor Contracts: Provide a plan to review and assess existing vendor contracts to understand ongoing relationships, obligations, and any necessary changes.
   e) Review of Existing Facilities: Provide a plan showing the tasks and timeframes involved in assessing existing facilities, including their current condition and any necessary updates or adjustments required as part of the transition process.
10. Will you allow the use of the school district logo for the sole purpose of personalizing the proposal? Yes.
11. As per BidNetDirect portal, screenshot below, the base contract term is for 3-years. As per Exhibit 5, page 73, further below, the cost sheet is not setup for multiple years. Lines



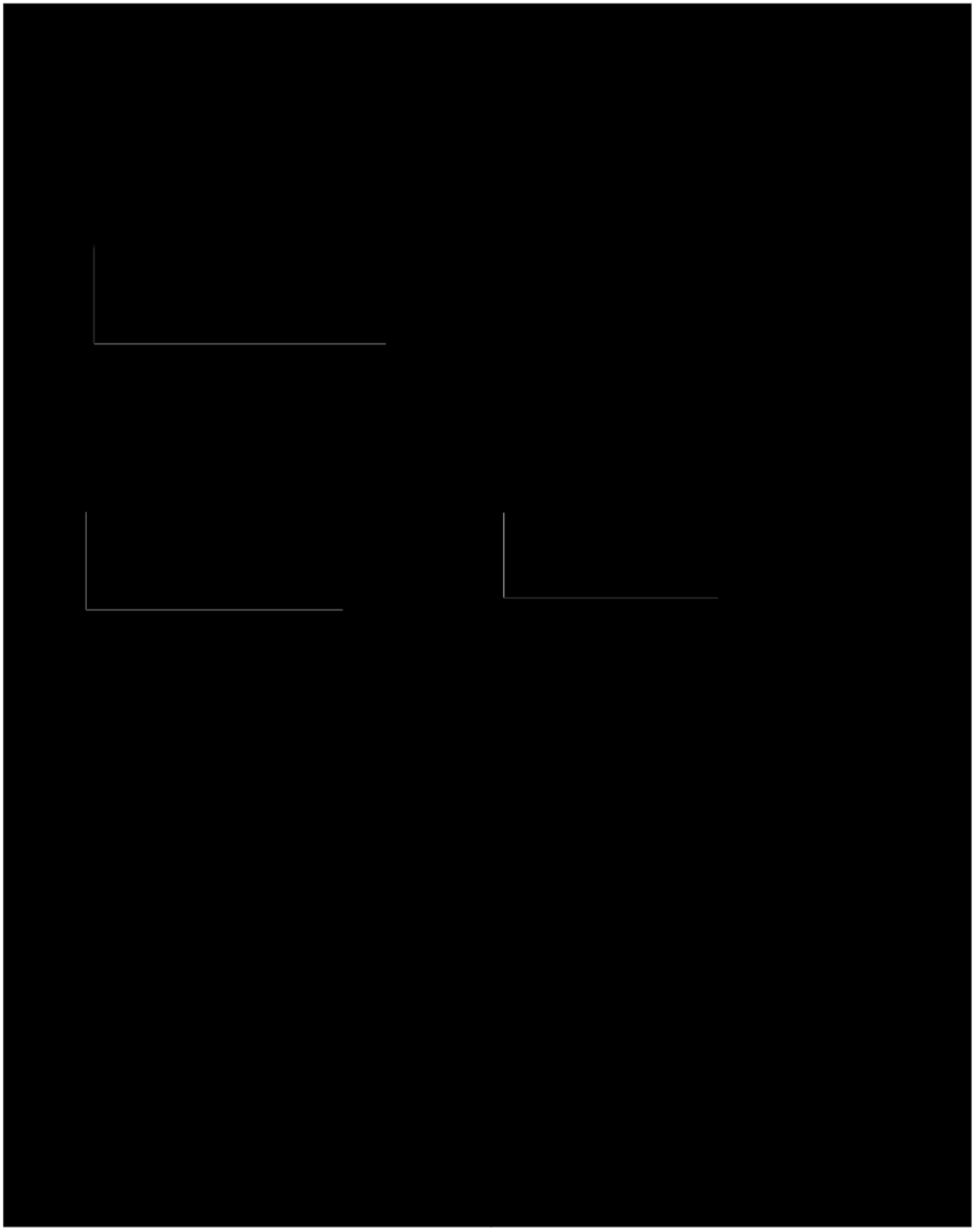
Beaufort County School District

Addendum 2

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	April 21, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)





Time of site visits has been changes from 9:30 AM **to 9:00 AM** to meet transportation time constraints and not interfere with student transportation operations.

Transportation to the school locations will be provided by BCSD.

Beaufort County School District

Addendum 3

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	May 5, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)

DESCRIPTION: **Facilities Maintenance Management Services**
SUBMIT OFFER BY (Opening Date & Time): **May 14, 2025 @ 4:00 PM EST**
QUESTIONS MUST BE RECEIVED BY: **April 29, 2025 @ 4:00 PM EST**
NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies**
Two (2) USB - One (1) Redacted

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

[redacted]

PAGE TWO

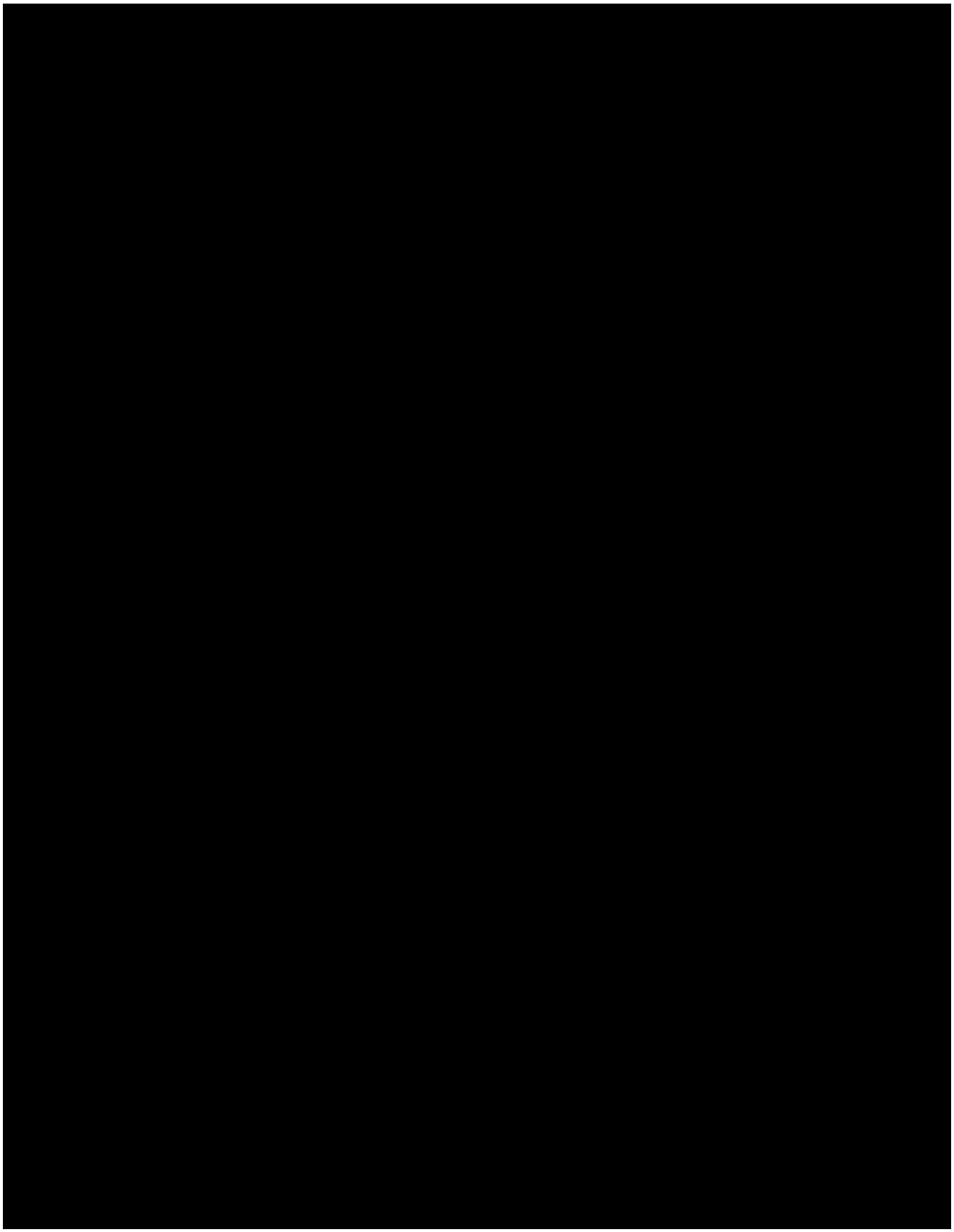
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business):	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):
[redacted]	[redacted]
PHONE NUMBER:	
EMAIL ADDRESS:	

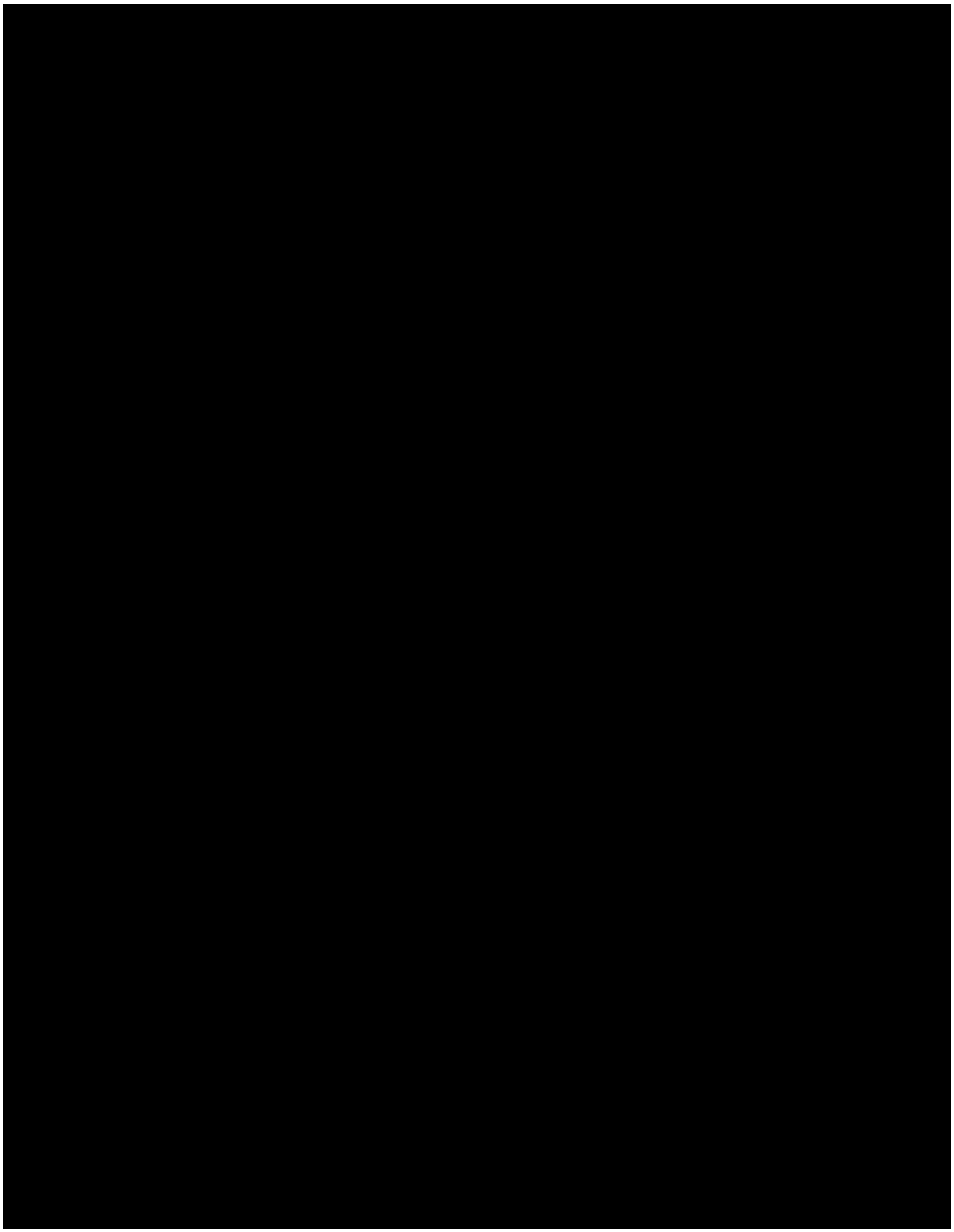
PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
[redacted]	[redacted]
☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Home Notice Address (check one only)	☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:	Amendment Number	Amendment Issue Date
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.	Addendum #3	May 5, 2025

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☒
If yes, please include a copy of your certification.



13. Page 66, Business Utilization Report: The sub-contracts are currently held by the District, is it appropriate to put here what our process is for obtaining minority owned subcontractors would be? Only list vendors that you would directly sub-contract with for this contract.
14. Student Employment Program: Is this to be included in the regular annual contract amount or will this be a bill back item? The addendum states 2-4 student employees, if it is to be included, should we price it in 2 or 4 student employees? This should be included in the regular contract amount. The District is encouraging the vendor to develop a program for student employees. It should be 2 employees at a minimum with the thought being one servicing the north of Broad area and one servicing the south of Broad area. There is no upper limit on the number of student employees, although 4 student employees would be seen as a robust student employment program.
15. Miscellaneous: To clarify, for the purposes of the proposal submission, vendors should price in the Office Manager as the 64th employee for the Base Bid, but this will likely be a District held position by the time the contract starts. Is this correct? That is correct and adjustments will be made once the position is approved for FY 2026.
16. For the conversion of the CMMS, will the school district pay for all of the cost of the CMMS? Yes.
17. For the "initial term" of the contract which is 3 years and no CPI increases. Should respondents' factor in salary increases and average it out over the initial term or would the district be open to accepting CPI tied strictly to wage increases for the first term? You should factor in anticipated increases for those three years. Increases will only be reviewed for extenuating circumstances.
18. We would like to request the previous bid and past 3 months of invoices. Your request has been sent to our FOIA Office.
19. We would like to request a copy of the current contract. Your request has been sent to our FOIA Office.
20. We would like to request copies of the scoring documentation from the last request. Your request has been sent to our FOIA Office.
21. What is the current pricing of the current contract? Your request has been sent to our FOIA Office.
22. What are the existing service provider details, and annual contract value for facilities under this RFP? (To help challenge the status quo and develop a cost-effective solution) Your request has been sent to our FOIA Office.
23. Are existing staff available for rebadging? Would contracting authority assist in this matter post contract award? Yes. BCSD will issue all contractor badges.
24. Are current employees unionized? If YES, please share labor union contact name/ address and latest copy of CBA. No.
25. Objective of this RFP is to change the existing service provider. No, the objective of this RFP is to follow the requirements of procurement and solicitate for services within the regulations of the State Procurement Code. If the provider changes, we are prepared for that as well.



Beaufort County School District

Addendum 4

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	May 9, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)

[redacted]

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business):	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):
[redacted]	[redacted]
PHONE NUMBER:	
EMAIL ADDRESS:	

PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
[redacted]	[redacted]
☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Home Notice Address (check one only)	☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:	Amendment Number	Amendment Issue Date
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.	Addendum #4	May 9, 2025

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☒
If yes, please include a copy of your certification.

Questions and Answers:

1. Miscellaneous: Will the District provided vehicles have safety materials such as first aid kits and fire extinguishers? Yes. The District will provide these materials as needed.
2. Miscellaneous: Will there be eye washing stations available to the maintenance staff at each school? Yes, eyewash stations are available at every school site. Additionally, the District will equip each District-provided vehicle with a portable eyewash kit.
3. Page 31, Section 3.7.2: What is the current process for inspecting maintenance work orders? Work order data is reviewed monthly by the District and included in the maintenance report presented to the Operations Subcommittee of the Board of Education. The vendor is also expected to maintain a structured QA/QC program throughout the duration of the contract.
4. Is there any information that the district can share regarding starting wages by position that is currently being offered? The District recently conducted a cost-benefit analysis to evaluate the feasibility of bringing facilities maintenance services in-house. The analysis used an hourly wage range of $15.00 to $38.00.
5. Please share current FTE deployment, shift wise? The current shift schedule is as follows: Day shift runs from 7:00 AM to 3:30 PM, and PM shift operates from 3:00 PM to 11:30 PM.
6. Equipment list, address location, number of units, brand name and year. This will be provided to the awarded contractor.
7. Preventive Maintenance task frequency and list of tasks to complete. Assuming the 63 people on site are not backfilled for PTO. If backfill is needed, how is that invoiced to the school district? The vendor is responsible for managing coverage during PTO. The only exception is during high school graduation ceremonies, where overtime hours may be billed. In such cases, the vendor provides an estimate in advance and invoices the District after the graduation season. If a position is not filled, how is that addressed in the invoicing, with the pricing sheet just a lump sum? Refer to Section 3.7.1, Financial Remedy for Insufficient Staffing: Penalties for management and hourly staffing begin when staffing levels fall below 100%.
8. Additional Repairs: for repairs costing $5001, will the expectation that the full $5001 be invoiced at completion or is the $5000 to be a deductible for all repair in which case only $1.00 would be invoiced in this example? BCSD allocates the budget for both scheduled and unscheduled repairs. The vendor is required to follow District Finance Policies to ensure all third-party vendor invoices are properly billed and paid for using District funds within the current fiscal year.
9. Is there a materials markup expected for the additional repairs on this contract, or will each repair require a proposal and pre-approval? BCSD allocates funding for scheduled/unscheduled repairs and materials; this financial responsibility does not fall under the vendor's scope.
10. Is there and parts inventory remaining on-site and if so, will it be left for use? Yes.

11. For this clause – can we ask for clarification around the "certified/state licensed" verbiage? Asking if State Licensed is a requirement or if Certification only will be sufficient? Note: There are only 2 "State certified plumbers" in this county.

    "aa) Skilled Trades Certifications and Training: The Contractor shall employ a minimum of (1) certified/state licensed lead for each staff trade position to include but not limited to plumbers (certified/state licensed), electricians (certified/state licensed), low voltage technician (BICSI or similar), generator technician (certified diesel mechanic), and HVAC Manager (EPA Section 608 Certification, HVAC Excellence, NATE Certification). Lead staff trade positions must hold current, industry-recognized certifications and the Contractor must provide continuing education programs to maintain certifications and expand knowledge of new tools, techniques, and technologies. The Contractor shall provide upon employment a list of staff trade certifications and/or updates upon trade certifications and licensing renewals to the Chief Operations Officer and Facilities Support Manager". Certification will be sufficient if state licensure is unavailable.
12. What is the yearly budget for this contract? The current maintenance services budget is $3.7 mil. The FY 26 budget has not been approved yet.

REQUEST FOR PROPOSAL

Please see a copy of Beaufort County School District's Request for Proposal immediately following this page.

Beaufort County School District

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	April 8, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)

DESCRIPTION: **Facilities Maintenance Management Services**
SUBMIT OFFER BY (Opening Date & Time): **May 9, 2025 @ 4:00 PM EST**
QUESTIONS MUST BE RECEIVED BY: **April 29, 2025 @ 4:00 PM EST**
NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies**
Two (2) USB - One (1) Redacted

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

Electronic Bid Submissions will be accepted through the following we address: Here

CONFERENCE TYPE: **Mandatory Pre-Proposal Conference / Site Visits**
LOCATION: **District Office**
2900 Mink Point Blvd
Beaufort, SC 29902
DATE & TIME: April 29, 2025 @ 9:30 AM
AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after May 10, 2025. The award, this solicitation, and any amendments will be posted at the following web address: http://beaufortschools.net.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 90 calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer) ENTITY TYPE:

_____ _____

_____

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

_____ _____

PRINTED NAME TITLE

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.

PAGE TWO

(Return Page Two with Your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
☐ Payment Address Same as Home Office Address	☐ Payment Address Same as Home Office Address
☐ Payment Address Same as Home Notice Address (check one only)	☐ Payment Address Same as Notice Address (check one only)

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

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☐
If yes, please include a copy of your certification.

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4.0	**INFORMATION FOR OFFERORS TO SUBMIT:**	**Page 33**
5.0	**QUALIFICATIONS:**	**Page 36**
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7.0	**TERMS AND CONDITIONS:** **7.1 GENERAL:** **7.2 SPECIAL:**	**Page 42**
8.0	**BIDDING SCHEDULE**	**Page 63**
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1.0 SCOPE OF SOLICITATION:

1.0.1 ACQUIRE SERVICES:

Beaufort County School District (hereinafter, "the District" and "BCSD") invites all qualified firms to provide all services and/or supplies for **Facilities Maintenance Management Services**, complying with the enclosed description and/or specifications and conditions for the Beaufort County School District.

Beaufort County School District is located in the heart of the South Carolina Low Country. It is a land rich in natural beauty, history and resources and an area of economic contrast and cultural diversity. The District is a public-school district which serves approximately 22,000 students and approximately 2,300 full time employees; currently comprised of twenty-one elementary/early childhood centers, two PK-8 Academies, six middle and six high schools, one Alternative Program, one vocational school, and an Administrative Office.

1.0.2 RFP – TWO (2) PART PROCESS

This RFP is a two-part process: a technical proposal and a cost proposal. As described below, the two parts are to be submitted at the same time, but in separate envelopes. The technical proposals will be evaluated first. During the technical evaluation, the evaluation committee members shall consider and score the responsibility of the proposer based on the information requested by the District and provided by the proposer, including, but not limited to credentials and experience of the proposer and the key staff who will administer the services and other such information. A technical proposal must receive at least 80 points of a possible 100 points to be considered minimally qualified. Any proposer deemed non-responsive or unqualified, as a result of these evaluations, will be eliminated from further consideration. His/her cost proposal will be returned unopened. Any proposer deemed qualified and responsive, as a result of the technical evaluations, will then have his/her cost proposal opened and evaluated. Interviews and clarifications may be used to assure understanding of proposals and to obtain necessary information for evaluation purposes. Ultimately, the most advantageous offer from among the qualified Offerors will be recommended for consideration of an award of one contract. The final determination on whether to award a contract resides with the Beaufort County School District Board of Education.
Each proposal set (technical and cost) shall be complete and submitted in the format requested in the following section, in order to facilitate timely evaluation of all of the proposals. Each proposer shall submit one (1) original set and five (5) copy sets. The submittal shall include two (2) electronic copies of the proposal, one of which is to be a redacted version. Each set includes both the technical and cost proposal. Each proposal set shall contain a bound technical proposal and a cost proposal sealed in an envelope or container, and clearly marked" Cost Proposal" on the outside of the envelope.

The Technical Proposal: (100 points) Each technical proposal shall be formatted as outlined in Section 2.0 (Instructions to Offerors). This format is utilized to speed the deliberations of the evaluation committee. Thus, the proposal should include only the information and materials requested, in clearly marked, separated sections. Do not include extra marketing and/or

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

The Cost Proposal: (50 Points) The proposer shall submit its costs on an hourly/monthly/yearly basis, as shown on Exhibit 5 (Cost Proposal). Any proposed discounts should not be reflected in this pricing. Discounts should be shown separately. By submission of their proposal, each proposer shall agree to hold the prices shown in the proposal for at least ninety (90) days after the submission deadline. The successful proposer shall guarantee the proposed pricing, unconditionally, for the duration of the contract. Any other effort to change prices, before the contract period has expired, shall be considered a default of the contract provisions. If such a default occurs, it shall be in the sole discretion of the District to terminate the contract.

1.0.3 MAXIMUM CONTRACT PERIOD (ESTIMATED):

July 1, 2025 through June 30, 2030.
(Extensions beyond this contract period must be approved by the BCSD Superintendent)

1.0.4 SITE VISITS

Site visits have been scheduled for Tuesday April 29, 2025 at 9:30 AM at the District Office located at 2900 Mink Point Blvd., Beaufort, SC. **Attendance at the site visits is mandatory.** Transportation will be provided for all. There will be **no** principal interviews, no contact with the principals or any other administrative staff except as may occur during the site visits. Any violations of this procedure will result in loss of points under the "Responsiveness" criteria for the Technical Proposal. All communications are to be with the BCSD personnel directly involved with the site visits. This will be the only scheduled site visit. Please be prompt for boarding the transportation at the assigned departure time.

2.0 INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

2.0.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015):

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT – EVEN IF NOT CAPITALIZED. THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT – means a document issued to supplement the original solicitation document.
BCSD – means the Beaufort County School District
BOARD – means the elected Board of Education of the Beaufort County School District
BUYER – means the Procurement Officer
CHANGE ORDER- means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

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

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

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

LOWEST CORRESPONDING PRICE (LCP) – means the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-Rate applicant for similar services. See 47 CFR § 54.500(f).

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

OFFEROR- means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provision entitled "Signing Your Offer" and "Bid/Proposal as Offer to Contract."

ORDERING ENTITY- Using Governmental Unit that has submitted a Purchase Order.

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

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

YOU and YOUR- mean Offeror.

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

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

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a "Statewide Term Contract" as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

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.

2.0.2 AMENDMENTS TO SOLICITATION (JAN 2004):

a) This solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://beaufortschools.net.

b) Offerors shall acknowledge receipt of any amendment to this solicitation

1) by signing and returning the amendment,

2) by identifying the amendment number and date in the space provided for this purpose on Page Two,

3) by letter, or

4) by submitting a bid that indicates in some way that the bidder received the amendment.

c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

2.0.3 AUTHORIZED AGENT (FEB 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer.

2.0.4 AWARD NOTIFICATION (FEB 2015):

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

2.0.5 BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):

By submitting Your Bid or Proposal, You are offering to enter into a contract with the BCSD. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror in this solicitation. An Offer may be submitted by only one legal entity, "joint bids" are not allowed.

2.0.6 BID ACCEPTANCE PERIOD (JAN 2004):

In order to withdraw Your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

2.0.7 BID IN ENGLISH & DOLLARS (JAN 2004):

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

2.0.8 BOARD AS PROCUREMENT AGENT (FEB 2015):

The Procurement Officer is an employee of the Board acting on behalf of the District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

2.0.9 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS**.**

a) By submitting an offer, the offeror certifies that –

1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices
(ii) The intention to submit an offer; or
(iii)The methods or factors used to calculate the prices offered.

2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii)As an agent, has not personally participated, and will not participate, in any action contrary to paragraph(s) (a)(1) through (a)(3) of this certification.

c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.0.10 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

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

1) Offeror and/or any of its Principals-

i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
ii) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
iii) Are presently not indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.

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

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

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

d) If Offeror is unable to certify the representations stated in paragraphs a) 1) and 2), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror’s responsibility. Failure for the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a) of this

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings

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

2.0.11 CODE OF LAWS AVAILABLE:

The Beaufort County School District Procurement Code is available at http:// beaufortschools.net . The South Carolina Regulations are available at http://www.scstatehouse.net/coderegs/statmast.htm.

2.0.12 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):

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, the District 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.

2.0.13 DEADLINE FOR SUBMISSION:

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

2.0.14 DRUG FREE WORKPLACE CERTIFICATION (JAN 2004):

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

2.0.15 DUTY TO INQUIRE (FEB 2015):

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to BCSD's attention.

2.0.16 ETHICS CERTIFICATE (MAY 2008):

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:

a) Section 8-13-700, regarding use of official position for financial gain;

b) Section 8-13-705, regarding gifts to influence action of public official;

c) Section 8-13-720, regarding offering money for advice or assistance of public official;

d) Sections 8-13-755 and 8-13-760, regarding restriction on employment by former public official;

e) Section 8-13-755, prohibiting public official with economic interest from acting on contracts;

f) Section 8-13-790, regarding recovery of kickbacks;

g) Section 8-13-1150, regarding statements to be filed by consultants; and

h) 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.

2.0.17 OMIT TAXES FROM PRICE (JAN 2004):

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

2.0.18 PROTESTS (JUNE 2006):

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

2.0.19 PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):

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 or its employees, agents, or officials regarding any aspect of this procurement activity,** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the procurement Officer.

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.**

2.0.20 PUBLIC OPENING (JAN 2004):

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

2.0.21 QUESTIONS FROM OFFERORS (FEB 2015):

a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question.**

b) The BCSD seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

2.0.22 REJECTION/CANCELLATION:

The BCSD may cancel this solicitation in whole or in part. The BCSD may reject any or all proposals in whole or in part. A minimum of three bids is desired. If less than three bids are received, BCSD will make a determination.

2.0.23 RESPONSIVENESS / IMPROPER OFFERS (JUN 2015):

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. If this solicitation is an Invitation for Bids, each separate Offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple Offers may be submitted as one document, provided that you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer, if applicable.

c) Responsiveness: Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the BCSD cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

d) Price Reasonableness: Any Offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

e) Unbalanced Bidding: The BCSD may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the BCSD even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provision of the solicitation

2.0.24 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 has been signed by an Agent. Upon request, Offeror must provide proof of the Agent's authorization to bind the principal.

2.0.25 BCSD OFFICE CLOSINGS:

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

2.0.26 SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov):

a) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either

1) a trade secret as defined in Section 30-4-40(a)(1) or

2) privileged and confidential, as that phrase is used in Section 11-35-410.

b) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

c) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.

d) All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (Bid, Proposal, Quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the BCSD may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page.

e) By submitting a response to this solicitation or request, Offeror:

1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",

2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and

3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

f) In determining whether to release documents, the BCSD will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "confidential" or "trade secret" or "PROTECTED".

g) By submitting a response, Offeror agrees to defend, indemnify and hold harmless the BCSD, its officers, and its employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from withholding information by the District, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

2.0.27 SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015):

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the following instructions:

a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

b)

1) All copies of the Offer or, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package.

2) Submit your offer or modification to the address on the Cover Page.

3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder.
If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the fact thereof.

c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.

d) Submit the number of copies indicated on the Cover Page.

e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

2.0.28 WITHDRAWAL OR CORRECTION OF OFFER:

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

2.1 SPECIAL INSTRUCTIONS

2.1.1 BACKGROUND CHECKS:

All persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on BCSD property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on BCSD property. The contractor/vendor is solely responsible for all fees and/or charges associated with completion of the background check(s) required herein. The BCSD reserves the right to deny access to any employee, contractor of person caused to be present on BCSD property by the

vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost. You shall obtain a background check directly through the vendor we use for employee and volunteer screening. The cost is $19.95 per person on average.

https://www.beaufortschools.net/community/working-with-the-district/vendor-background-checks
For more information, please visit the website using the URL above.

2.1.2 BID BOND (JAN 2006):

Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the Beaufort County School District.

2.1.3 BOARD APPROVAL REQUIRED (JAN 2006):

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

2.1.4 CLARIFICATION (NOV 2007):

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of this 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.

2.1.5 CONTENTS OF OFFER (RFP) – (FEB 2015):

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 of the RFP. Emphasis should be on completeness and clarity of content.

c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a 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.

2.1.6 ELECTRONIC COPIES -- REQUIRED MEDIA AND FORMAT (MAR 2015):

In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposal must be on separate media. Every disk or USB drive must be labeled with the solicitation number, and the offeror's name, and specify whether its contents address technical proposal or business proposal. If disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

2.1.7 MAIL PICK-UP:

The District picks up mail from the USPS Drawer 309 once daily around 8:30 a.m. excluding weekend and holidays. (See deadline for submission of offer Page 1) Please note that it is the vendor's responsibility to be sure their proposal arrives at the Procurement Department – District Office at the specified date and time.

2.1.8 OPENING PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015):

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening.

2.1.9 PRICE AS DISCOUNT (JAN 2006):

Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described.

2.1.10 PROTEST – CPO:

Any protest must be addressed to the Chief Procurement Officer, Procurement Office, and submitted in writing

a) by email to: kaylee.yinger@beaufort.k12.sc.us

b) by facsimile at 843-322-0748

c) by post or delivery to P.O. Drawer 309, Beaufort, SC 29901-0309 OR
2900 Mink Point Boulevard, Beaufort, SC 29902

3.0 SCOPE OF WORK/SPECIFICATIONS

3.0.1 PERFORMANCE LOCATION:

After award, all deliveries shall be provided to the locations specified by this Solicitation.

3.0.2 GENERAL INFORMATION:

The District is intending to make this award to 1 or 2 Contractors. The District will choose the option that is most advantageous. For the purpose of this solicitation the singular term will be used but it could be as many as 2.

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

3.0.3 DUTIES

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

a) Perform predictive and preventive maintenance of each piece of electrical/mechanical equipment owned by the District.
b) Perform corrective maintenance on equipment, building structure, building systems and site facilities (detached structures, sidewalks, etc.) as needed.
c) Provide the services to manage the work at all locations.
d) Perform on-going minor construction activities. Minor construction is defined as projects funding by the Operations budget. Projects funded by 8% Capital Projects are considered a construction projects are is not typically handled by maintenance unless requested by the COO or the COO's representative.
e) Assist in project planning, proposal development activities, and cost estimating of all work as requested by the District for outsourcing work.
f) Perform casualty prevention measures and activities.
g) Staffing: Specify in Exhibit 5 "Staffing Plan," to the district the total number of production hours and staff positions to be provided on a daily basis. Use the staffing base bid sheet as a guideline to provide (2) staffing plan price models, (1) staffing base bid model and, (1) staffing recommended bid model in accordance with the proposed production hours and staff positions. The price models should represent all labor expended, including management and administrative support staff, to perform routine

daily and preventive maintenance tasks in a normal work week. Also specify the daily time schedule the Contractor proposes to occupy the buildings to provide all contracted services for each staff position listed.

h) Maintain a fully computerized maintenance management system (CMMS). The District currently uses School Dude as a CMMS. The District is currently in the process of soliciting proposals for a new CMMS System it is unknown which software program will be selected. The CMMS of the Contractor should integrate or have the ability to exchange information with School Dude or whichever platform is selected by the school district.

i) Establish and/or maintain work order system that will be used in requesting maintenance work and will serve as a means of instruction for work to be done. The system must record the cost and completion date of each work order, as well as be used to determine replacement needs for equipment or building systems. The work order system must have the ability to access, update, and complete work orders online using the Contractor employees' smart phone, iPad, or laptop devices. Manual paper processing of work orders will not be accepted.

j) Manage and maintain current low voltage systems (e.g., intrusion system, fire protection, etc.). Please note that Technology Services is responsible for the network-enabled devices.
    1. Building automation systems (Automated Logic Corporation and Siemens)
    2. Fire Alarm System (Simplex/Notifier)
    3. Portions of Access Control (Lenel)
    4. Portions of the IP camera network
    5. Security Alarm (Honeywell)

k) Maintain an inventory system for supplies and parts. The Contractor is responsible for maintaining two warehouse spaces. These locations shall be used to stock commonly used parts along with a focus on HVAC components to ensure a swift response time to downed HVAC units.

l) Maintain compliance with all local, state, and federal requirements and applicable industry standards.

m) Pursue continued improvement in the appearance and condition of all buildings. The overall goal is to develop a program that will create and maintain a better learning environment for students in order to effectively support education.

n) Foster a system to improve productivity and encourage an employee philosophy of excellence, teamwork, and personal growth.

o) Enhance personnel development through a program of motivation, in-service education, and training.

p) Pursue continuous improvement of departmental performance through the utilization of specialized tools, equipment, technologies and processes.

q) Sustain the existing systems approach and quality assurance program to maintain and preserve desired level of service.

r) Manage maintenance services in the most cost-effective manner.

s) Continue a balanced preventive maintenance, corrective maintenance, and capital preservation program.

t) Support BCSD's energy management program, consistent with SC mandated energy reduction program, resulting in substantial and sustainable energy savings from year to year for the District.
u) In cooperation with the Operations Department, assist with the development and maintenance of a comprehensive capitalization plan for facilities equipment and lifecycle replacement plan.
v) Provide excellent customer service to Maintenance Department's customers.
w) Maintain facilities in compliance with Americans with Disabilities Act (ADA).
x) Assist the Operations Department in maintaining an electronic archive of equipment, warranty, and maintenance records for all major equipment.
y) Provide consultation and technical advice in preparation of specifications for procurement of parts, supplies and services incidental to operations as requested. Recommend vendors, as necessary.
z) Provide consultative and technical advice regarding the receipt, inspection, storage, safeguarding, and issuing of materials or items purchased.
aa) Skilled Trades Certifications and Training: The Contractor shall employ a minimum of (1) certified/state licensed lead for each staff trade position to include but not limited to plumbers (certified/state licensed), electricians (certified/state licensed), low voltage technician (BICSI or similar), generator technician (certified diesel mechanic), and HVAC Manager (EPA Section 608 Certification, HVAC Excellence, NATE Certification). Lead staff trade positions must hold current, industry-recognized certifications and the Contractor must provide continuing education programs to maintain certifications and expand knowledge of new tools, techniques, and technologies. The Contractor shall provide upon employment a list of staff trade certifications and/or updates upon trade certifications and licensing renewals to the Chief Operations Officer and Facilities Support Manager.
bb) Department Training Requirements: The Contractor shall provide ongoing annual training for each position on industry standards and best practices. OSHA 10/30-hour construction safety training for all technicians. At least 2 hours of skill-enhancement training per quarter for all technicians. Access to online courses and certifications for continuous improvement. Attendance at regional or national workshops and conferences to stay updated on new technologies and practices.

3.1 DISTRICT FURNISHED PROPERTY

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

3.1.2 Facilities. There are three maintenance buildings that will be provided. The main maintenance building is located at 2950 Mink Point Blvd, Beaufort, the secondary Rowe warehouse building located at 2950 Mink Point Blvd, Beaufort, and an auxiliary maintenance building is located at 2 Bridge Street, Bluffton. These buildings will be assigned to the contractor for use.

a) Portions of the maintenance warehouse and 2 Bridge Street building are being used by others. shall be capable of maintaining these joint use facilities. This warehouse shall be maintained in an efficient manner for the benefit of repairs required by BCSD facilities and properties. The District will consider work orders reporting repetitive items done which negatively impact instructional time in classrooms due to part delivery timing as a mismanagement of warehouse supplies. A mismanagement of warehouse supplies will result in penalties according to Section 3.7.

b) All existing equipment and vehicles will be assigned to the contractor. The district will provide minor hand tools, and shop fixtures currently located on site and in vehicles in use by the Maintenance employees. All vehicles shall be maintained and operated according to the District administrative regulation AR-OS 41.1 Vehicles shall be used for District use only. All vehicles shall be parked in the evening when not being used for District purposes on District property. Any Maintenance employee in an emergency on-call role would be allowed to take their maintenance vehicle home.

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

3.1.3 Supplies. The District will make available for the Contractor's use, all hand tools, dollies, carts, hand trucks, and all supplies such as paints, sandpaper, caulks, nuts, bolts, screws, tape, adhesive and repair and replacement parts. Requests for additional tools and or supplies may be provided at the District's expense following a purchase approval via requisition requests submitted to the District's Maintenance Financial Specialist and entered into the District's MUNIS database for Operations, Procurement and the Finance Department Agent's approval. Tools purchased for Contractor employees must be logged, tracked, and assigned as truck stock inventory by warehouse admin. Quarterly audits of truck stock inventory records will be conducted by District Operations staff and the Contractor.

3.1.4 Authorized Use and Access to Spaces. The Contractor shall prohibit the use of District-issued keys by any person other than authorized contractor employees. The Contractor shall not permit entrance to locked areas of any person other than Maintenance Contractor personnel engaged in

the performance of work in those areas, or personnel and/or District hired supplementary Contractors assigned to the activity where the Maintenance Contractor is performing work.

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

3.1.6 Equipment/Material Inventory. The on-hand equipment and materials that belong to the District will be made available to the Contractor. The Contractor and the Facilities Support Manager or their designee shall conduct a joint inventory before commencing work under this contract to verify the exact amount of the District furnished materials. This shall occur with both the incoming and outgoing contractor. The Contractor shall then certify the findings of this inventory and assume accounting responsibility for all equipment and materials inventoried. Upon completion or termination of this contract, a second joint inventory shall be conducted to ensure all District furnished equipment and materials are accounted for. The Contractor shall be held liable for any missing equipment/materials listed in the initial inventory. If the District acquires any new equipment during the performance period of this contract, the Contractor shall update the Inventory and provide a copy to the Facilities Support Manager.

3.1.7 Computers. Computer workstations with network connections will be made available to the Contractor for use in the performance of this contract. HVAC technicians and Contract managers will be supplied with District provided portable tablets with wi-fi capability. Regardless of the serviceability of the above-mentioned District -furnished equipment, the Contractor shall remain fully responsible for accomplishing all work requirements identified in this contract. The Contractor is responsible to furnish all additional equipment as may be required in order to accomplish all contract requirements. An annual inventory of all technology devices issued to the contractor shall be performed by the contractor in conjunction with the IT Dept.

3.1.8 Vehicles and Vehicle Maintenance. District will provide vehicles on an as needed basis for the non-managerial staff of the Contractor. Any vehicle purchases will be at the discretion of the District. Contractor will ensure proper maintenance of District provided vehicles. Fuel and service will be provided for District-owned vehicles. Vehicles shall not be used for personal travel and must remain on premises after normal work hours unless approved by Facilities Support Manager or designee. All employees using District vehicles shall be provided with a copy of AR- OS 41.1 Transportation Services and shall abide by these procedures.

3.1.9 Communication Equipment. District will provide phones, cell phones and email accounts to all Contractor employees. All use of cell phones, internet and email usage shall be conducted according to the District standards as described in AR- OS-39 Technology Acceptable Use Policy.

3.1.10 Budgeting. Assist the District's Maintenance Financial Specialist with the preparation of necessary budgets, the analysis and explanation of variances of actual expenditures as compared

with budget and the provision of financial and statistical data as requested. Monitor budget in order to remain in compliance with approved budget.

3.2 DISTRICT PROVIDED SERVICES

The District will provide the following services to the Contractor.

3.2.1 Utilities. The utilities for District furnished facilities will be provided at no cost to the Contractor. Utilities are limited to electricity, water, heat, air conditioning, local telephone service with access to the local area network, and Internet connectivity. Telephones, Internet access, and Internet connectivity are for official use only. All applicable Contractor employees will sign a District Acceptable Use Policy upon employment with the Contractor.

3.2.2 Dumpster Removal.

a) The District will provide general trash removal services. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of petroleum products, paper, or greases on rags. These wastes can be disposed of in the general trash dumpsters. In case of bulk trash such as construction debris, the Contractor shall notify the waste management Contractor for proper disposal.

b) The Contractor shall be responsible for arranging to have the facility dumpsters, recycling, and composting containers (where applicable) emptied via the waste removal contract currently in place with the District. The Contractor shall be responsible for managing the waste removal contract, including:

1. Ensure that disposals are occurring as reported.
2. Making suggestions on ways to reduce waste removal volume, number of disposals, and/or tipping fees.
3. Monitoring sanitation around waste removal areas for signs of unwanted pests and rodents. Contractor shall make changes as needed in the waste removal area to limit pests and rodents.

3.2.3 Miscellaneous Services.

c) The District will provide miscellaneous services such as pest control, life safety equipment inspections, bio-hazard disposal, propane tank filling, major roofing repairs, major HVAC repairs, major flooring repairs, et al. The Contractor shall be responsible for managing these services. This includes scheduling, overseeing the work (where necessary), approving payment for services, etc. The Contractor shall work to effectively manage these services and strive to look for opportunities to improve service while lowering costs.

3.3 CONTRACTOR PROVIDER FURNISHED ITEMS

The Contractor shall furnish the following:

3.3.1 Vehicles and Vehicle Maintenance. Contractor shall provide vehicles for all management staff. Maintenance and fuel for such will be at the sole cost of the Contractor. Management staff will include Director, Assistant Director, Managers, Supervisors, and any other exempt employees hired by the Contractor.

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

3.3.3 Personal Protective Equipment. The Contractor shall supply proper employee protective equipment and supplies along with training for use. This includes all clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

3.3.4 Benefits/Paid Time Off. The Contractor shall provide benefits to employees after 90 days of employment to include but not limited to health care plan, dental plan, vision plan, 401K/retirement plan, and short-term disability. Benefits may be offered as optional elections to employees based on contractor benefit policies. The Contractor shall provide, **at a minimum**, paid time off to employees; after 6 months of service the employee is offered 14 days off. 3 – Sick Days, 5 – Vacation Days, 6 – Holidays to include July 4th, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

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

3.4 EMERGENCY OPERATIONS

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

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

b) Maintain on file documents and certification of compliance with the requirements of applicable local, federal and fire marshal laws and regulations.
c) Make recommendations to administration to facilitate compliance with applicable building codes, fire prevention codes, state and/or federal occupational health and safety codes, and life safety codes.
d) Maintain good safety practices within the Maintenance Department and keep equipment, spaces, and shops in clean and orderly condition.
e) As requested, assist in preparation of an external and internal emergency management plan and a disaster recovery plan.
f) Maintain maintenance areas (mechanical rooms, etc.) to ensure safe and orderly working conditions.
g) Provide an emergency number manned 24-hours a day for District staff to report emergency situations. Emergencies that require immediate response at a District location shall be responded to in under 2 hours, 24 hours a day, 365 days a year. Response time penalties shall be defined in Section 3.7.

3.5 ENVIRONMENTAL HEALTH AND SAFETY

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

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

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

3.5.4 Occupational Health and Safety Agency (OSHA) Program. All work shall be conducted in a safe manner in accordance with OSHA current laws and regulations. The Contractor employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to train and provide employees with PPE and to replace worn or defective equipment as required by federal and state OSHA standards.

3.5.5 OSHA Inspections. The Contractor's workspace may be inspected periodically by District personnel and/or federal or state inspectors for OSHA violations. Abatement of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance by escorting and cooperating with federal or state OSHA inspectors if a complaint is filed. The Contractor shall pay any fines levied on the Contractor by federal or state OSHA Offices.

3.5.6 Hazardous Waste Management. The Contractor shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific state regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCBs (primarily in light ballasts); oil, batteries, lead, and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury, and alkaline batteries; and fluorescent light bulbs.

3.5.7 Less-than-30-Day Accumulation Site. The Contractor shall not store hazardous waste on site any longer than 30 days. Hazardous wastes generated by the performance of this contract shall accumulate in limited quantity at the site for up to 30 days until the waste can be picked up by a Contractor qualified to dispose of hazardous waste. The Contractor shall designate a site manager who shall inspect the accumulation site, at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.

3.5.8 Hazardous Waste Disposal. Waste that is generated by the Contractor in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable local, state, and federal laws. This waste shall be disposed at the District's expense and all such waste must be treated as District property due to assignment of liabilities placed through applicable laws and regulations. Documentation showing the date, commercial firm performing the disposal and method of disposal shall be maintained a minimum of five (5) years and made available to the District upon request.

3.5.9 Spill Reporting. The Contractor shall notify the Facilities Support Manager and Risk Manager immediately when any amount of hazardous material or waste is released to the environment or if a spill occurs.

3.5.10 Environmental Inspections.

a) The Contractor's workspace may be periodically inspected by federal or state environmental inspectors from EPA. Abatement of violations shall be the responsibility of the Contractor or the District as determined by the Facilities Support Manager based on documentation and evidence presented by both parties. The Contractor shall provide assistance to the District personnel escort and the federal or state inspectors if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by federal or state offices that are due to environmental protection violations and without reimbursement from the District. The Contractor may be held personally liable for any violations in this area.
b) AHERA - Contractors must comply with AHERA (40 CFR Part 763, Subpart E) and all relevant EPA, state, and local regulations regarding asbestos management in schools. Requirements:
    1) Training: All personnel must complete AHERA-accredited asbestos awareness training; those handling ACMs must have proper licensing.
    2) Pre-Work Coordination: Review the school's Asbestos Management Plan (AMP) and notify the school before working in areas with ACMs.
    3) ACM Handling: No disturbance of ACMs unless performed by licensed professionals. Immediate reporting of accidental disturbances.

4) Safety Measures: Implement containment procedures, use PPE, and follow air monitoring protocols when necessary.
5) Waste Disposal: Properly label, transport, and dispose of asbestos waste at an EPA-approved site, with documentation provided to the school.
6) Emergency Response: In case of accidental asbestos release, stop work, secure the area, notify the school, and follow cleanup procedures.
7) Compliance Monitoring: Participate in inspections, report newly identified ACMs, and comply with school audits.
8) Liability: Contractors are responsible for regulatory compliance, violations, and associated penalties.

c) Legionella - Contractors must comply with CDC, ASHRAE Standard 188, and all relevant state and local regulations regarding cooling tower maintenance and Legionella prevention. Requirements:
1) Routine Testing: Conduct regular water testing for Legionella bacteria per regulatory guidelines.
2) Water Treatment: Implement and maintain an effective water treatment program to control bacterial growth.
3) System Maintenance: Regularly inspect, clean, and disinfect cooling towers, ensuring proper operation and water flow.
4) Monitoring & Documentation: Maintain detailed records of water quality tests, treatments, and maintenance activities.
5) Emergency Response: If Legionella is detected, follow proper containment and disinfection protocols, notify the Facility Support Manager, and take corrective actions.
6) Compliance Verification: Participate in inspections and audits to ensure adherence to Legionella control measures.
7) Liability: Contractors are responsible for ensuring compliance with all Legionella-related regulations and addressing any violations.

3.5.11 School Safety: The BCSD has a robust safety and security program for each of our buildings. This must be strictly adhered to by the Contractor:

a) All Contractor employees must pass a background check. Contractor shall require each Contractor personnel or subcontracted personnel in a position requiring school building access to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child. The background check will be completed through BCSD's background check portal on the district's website. https://www.beaufortschools.net/community/working-with-the-district/vendor-background-checks
b) The Contractor shall train all employees on BCSD's lockdown procedures. These procedures shall be adhered to by all Contractor personnel.
c) The Contractor shall ensure that no building is placed in unnecessary danger. This includes locking and shutting doors when working in a building or receiving deliveries. If a delivery requires a building door to be propped open. Arrangements should be made for this area to be watched by a Contractor employee while the delivery is being made. Penalties will be assessed if this is not strictly adhered to. These penalties can be found in Section 3.7.

d) Tools and equipment shall be put away at the end of work to ensure that no tool is left to be handled or used by a student. Penalties will be assessed if this is not strictly adhered to. These penalties can be found in Section 3.7.

3.6 QUALITY CONTROL

Provide the following quality/performance reviews:

3.6.1 Contractor shall instruct all maintenance management and staff personnel that the District demands maintenance of equipment to be kept at APPA level 3. All replacement personnel of the original maintenance staff shall receive the same instruction. The Contractor shall hold monthly meetings with the staff to stress this need for meeting standards. District Operations Staff shall receive written notice that the monthly meeting was held and the names of the Contractor staff, in attendance.

3.6.2 District Operations Staff and Contractor management level staff will inspect closed work orders on a routine basis and furnish the district Facilities Support Manager with an electronic copy of the inspection. Deficiencies should be noted immediately and addressed by the Contractor. Discrepancies involving health or safety shall be corrected immediately. Successful completion of work-order shall be above 90% successful completion. A score less than 90% indicates that less than 85% of the work orders were completed successfully.

a) Response Time Standards

1. Emergency requests (e.g., plumbing, HVAC failure): Response within 2 hours, completion, and/or update of work progress within 4 hours to Chief Operations Officer and Facilities Support Manager.
2. Urgent (High) requests (e.g., electrical outages, severe leaks): Response within 4 hours, completion, and/or update of work progress within 1 business day to Chief Operations Officer and Facilities Support Manager.
3. Routine (Medium-Low) request (e.g., painting, general repairs): Response within two business days, completion within 5 business days.

3.6.3 Contractor and District Facilities Support Manager will meet weekly to review operational issues and year-to-date customer service results.

3.6.4 Contractor will provide monthly or more frequently upon request, an employee roster of names by trade category and the scheduled hours they are to work.

3.6.5 Participate in random inspections with a representative from the District.

3.6.6 Prepare a quarterly report of accomplishments. Review quarterly work with District staff. If quarterly work is unsatisfactory to District staff, Contractor shall be placed on Corrective Action Notice. Contractor shall develop Corrective Action Plan to be reviewed at upcoming quarterly meeting. If Plan and Work is still unsatisfactory, District may proceed to terminate the contract as detailed in section 6.2.17, Termination for Convenience.

3.6.7 The Contractor shall submit data, reports, schedules, plans, and/or action as applicable. In addition, the Contractor shall submit a Monthly Report that includes the data as shown following by the

third workday of the following month. Failure to provide any required report may result in the monthly payments being delayed until the District receives such reports. This information will be reported to the Operations Committee monthly.

The Monthly Report shall include:

a) Current staffing and any changes

b) Labor productivity

c) Energy management data

d) Work performed (e.g., number of work orders completed, number outstanding, etc.)

e) Achievements

f) Training accomplished

g) Upcoming training

h) Goals for next month

i) Other items as requested by the District

3.7 PENALTIES All penalties shall be reported in the monthly Maintenance Update to the Operations Committee. All fees shall be deducted from the upcoming monthly payment to the Contractor. An appeal for a fine to be removed can be made to the Chief Operations Officer. If granted prior to the deduction from the monthly payment, the deduction should be cancelled. If granted after the deduction from the monthly payment, the amount should be added to the next monthly payment. The Chief Operations Officer cannot grant more than five appeals per year. The penalties listed after this section and additional penalties can be assessed by the Chief Operations Officer. Penalties not listed below shall be reasonable and should be in the lower range of penalties listed below.

3.7.1 Financial Remedy for Insufficient Staffing: By entering into this contract, the District will have accepted the successful Proposer's overall staffing plan. If the Contractor fails to continuously maintain at least one hundred percent (100%) of the Contractor's overall staffing plan in this RFP, the District may elect (in its sole discretion) to deduct from the Contractor's payments in the amount equal for each hour shortage less than 100% multiplied by the flat labor rate established in this RFP.

a) There are two classifications of staff, management (exempt/salaried) and hourly (non-exempt/hourly). Penalties for insufficient staffing for these two categories are as follows:
    1. Penalties for insufficient management staffing: Penalties for management staffing will be determined by the number of managers outlined in this solicitation, See management staffing plan. The Contractor must maintain 100% management staffing. When a management position becomes permanently vacant (any management position at any level) for any reason, the Contractor has 45 days to fill that

management position. On day forty-six of the vacant management position financial penalties will be applied weekly in the amount of $500 per week for every week the management position is vacant.

2. Penalties for insufficient hourly staffing: Penalties for insufficient hourly staffing will be determined by the number of hourly staff outlined in this solicitation,
    i. Hourly employee penalties start at less than 100% staffing: Deduction from the Contractor's payments will be calculated in the following manner, penalty shall be calculated based on the number of hours short times the hourly employee labor rate.

3.7.2 Penalty for Non-compliance to Work-Order Completion Specifications:

a) Work orders that have aged more than 45 days can be fined up to $10 per day.
    1. Parts that have been ordered are given 14 days for part delivery. The day count is put on hold after 14 days of waiting on parts. Once the work order reaches 45 days, after subtracting the time beyond 14 days waiting on parts, a fine of up to $10 per day can be issued.

b) A closed work order inspection shall result in a score of 90% of all work orders completed in a satisfactory manner. A score of less than 90% shall result in a penalty of $25 per 1% of off the 90% target. A closed work order inspection shall include at a minimum a review of ten work orders. Operations staff and the Contractor Administrative staff shall review and agree that a work order has not been properly closed.

c) Work orders shall be filled with information on the work performed. This should include parts ordered, work completed, time of work, pictures of work, inspection notes, etc. An incomplete work order shall be a $10 fine per incomplete work order.

3.7.3 HVAC

a) Classrooms should not be vacated due to HVAC issues. The Contractor is provided with three maximum days that a classroom can be vacated due to a downed HVAC system. A fine of up to $100 per day per classroom for every day beyond day three that a classroom must be vacated.
    1. Where feasible a Contractor can use portable HVAC units to provide comfort in a room without HVAC. In some rooms, portable HVAC units may not be usable due to sound issues. The Energy Manager will decide if the HVAC is sufficient.
    2. For measuring this item, no room should be occupied that cannot maintain an average temperature of 77 for cooling and sixty-five for heat.

b) Preventive Maintenance (PM)
    1. Full PMs (unit inspection, electrical connection inspection, coil cleaning, filter change, belt replacement (if needed), bearing greasing, etc.) shall occur according to the equipment PM scheduled. If no PM schedule is created it shall occur once per year on all units. Full PMs shall be completed according to the individual equipment checklist. Full PM checklist shall be included with a completed work order. Incomplete checklist or missing full PMS shall be a fine of $100 per unit. A schedule for PMs shall be set on a monthly basis. The completion of monthly PMs shall be assessed according to the schedule.
    2. Partial PMs (inspections and filter change) shall occur according to the equipment PM scheduled. If no PM schedule is created it shall occur within 6 months of the Full PM. Partial PMs shall be completed according to the individual equipment checklist. Partial PM checklist shall be included with a completed work order. Incomplete

checklist or missing full PMS shall be a fine of $25 per unit.

3. Annual completion rate of preventative maintenance tasks shall be at a 98% or higher. For every 1% the target is not met, the Contractor shall be assessed a fine of $100 per percentage point.
4. If an HVAC contractor report of an HVAC unit being down is due to missed PMs this will be reported to the Energy Manager. The Energy Manager will then assess the unit to determine the cause of the outage. The Energy Manager may assess a penalty on the Contractor based on the percentage of the repair determined to be caused by the missed PM. This may be up to 100% of the HVAC contractor cost for the unit.

3.7.4 Plumbing:

a) No bathroom should be unusable for more than 2 days due to plumbing issues. Beginning at day three of a closed bathroom a fine of up to $300 per day per bathroom due to plumbing issues. No water faucet or fountain should be down for more than 2 days due to plumbing issue. Beginning day three of a non-functioning water faucet or fountain a fine of $25 per day per faucet or fountain may be issued.

b) Bathroom stall hinges should not be non-functional for more than 5 days. A non-functional bathroom stall includes a broken hinge or a broken latch. Beginning day six of a non-function bathroom stall a fine of $25 per day per bathroom stall. If parts must be ordered, the time is placed on hold while parts are on order.

c) Water fountain filters shall be replaced within 7 days of a work order notification of a filter being needed to be replaced. A fine of $25 per day per fountain shall be issued every day after 7 days.

3.7.5 Emergency Response:

a) The emergency number shall be answered 24 hours per day, 7 days per week. If the emergency number is called and the caller does not receive a call back within 15 minutes, a fine of $100 per incident is issued.

b) In the event of an emergency, maintenance staff shall respond within 2 hours. Not responding within the 2-hour time period shall enact a $100 per hour penalty.

3.7.6 Doors and locks:

a) All locks shall function. A non-functioning lock shall not last more than 2 days. Beginning on day three of a non-functioning lock a fine of $25 per day per lock may be issued.

b) All exterior doors shall be able to be closed. An exterior door that does not close shall be considered an emergency work order and shall be responded to within 2 hours. The door shall be manned by maintenance personnel or security paid by the Contractor until the door is repaired. A fine of $100 per hour shall be issued for every hour beyond 2-hour for the response time and/or for every hour the door is not provided security while being repaired.

c) No door shall be propped open by maintenance personnel. If a door is propped open for work the door shall be manned by maintenance personnel or security paid by the Contractor until the door can be closed. If a door is found left propped open by maintenance personnel, the fine shall be $50 per hour for every hour the door has been left propped open.

d) Any lost building exterior door GGM key by maintenance staff shall result in a fine of $10,000.

e) Any lost District Master GGM key by maintenance staff shall result in a fine of $100,000. All GGM keys are issued and recorded by the Chief Operations Officer (COO). Upon

change of position or staffing, the employee shall return the GGM key to the COO. If not returned this penalty will be issued.

3.7.7 If a work order has been completed and reported closed. If tools are left on site and/or the site is left untidy. A fine of $25 per incident shall be issued.

3.7.8 Any failure to maintain environmental compliance (Legionnaires, Water pollution, etc.) shall result in a penalty of $100 per day until the problem has been rectified.

3.7.9 Safety Systems:

a) Any failure to maintain functional safety systems such as fire hydrants or AEDs shall result in a $50 per day per unit penalty that the unit remained unfunctional.

b) Any safety system (fire hydrant, AED) that is spot tested and found to be non-functional shall result in $1,000 per incident.
Any problem with a fire alarm system shall be considered an emergency work order and shall be responded to within 2-hours. The Contractor shall address these issues immediately and work for completion and/or update of work progress within 4 hours on the work order.

4.0 INFORMATION FOR OFFEROR TO SUBMIT:

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all goods meet the requirements of this RFP.

4.0.1 The **Proposal** shall include the information listed below, tabbed and indexed in the following sequence:

4.0.1.1 Offeror shall submit a signed Cover Page and Page Two.

4.0.1.2 Executive Summary:

A business or executive summary of the Offeror's firm. Inclusion of historical and financial information about the firm is encouraged. Section is limited to three (3) pages, exempting financials.

4.0.1.3 Facilities Maintenance Experience:

Proposer has been providing facilities maintenance services to (please check "√" next to each appropriate type of building(s) serviced and indicate number of years' experience for each checked service area)
_____ K – 12 school districts for _____years;
_____ Publicly owned and operated facilities for _____ years;
_____ Privately owned and operated facilities for _____ years.

4.0.1.4 Bidder Experience and Capabilities:

Comprehensive description of the firm's experience in supplying the services required by this Request for Proposal, preferably with a school district comparable to BCSD. Five overall school district references for similar projects to include name of school district, title and **correct** phone number and e-mail address of district contact, and dates of project; with general details of the services provided.

1. Customer: _____
   $/year _____ Contact: _____
   Consecutive Years of Service: _____
   Phone Number _____

2. Customer: _____
   $/year _____ Contact: _____
   Consecutive Years of Service: _____
   Phone Number _____

3. Customer: _____
   $/year _____ Contact: _____
   Consecutive Years of Service: _____
   Phone Number _____

4. Customer: _____
   $/year _____ Contact: _____
   Consecutive Years of Service: _____
   Phone Number _____

5. Customer: _____
   $/year _____ Contact: _____
   Consecutive Years of Service: _____
   Phone Number _____

4.0.1.5 Bidder Project Manager and Project Personnel:

Resumes or business experience summary and manufacturer certifications of Project Manager, Project Staff and other parties who will provide services for the project and afterwards.

4.0.1.6 PROPOSED FACILITIES MAINTENANCE STAFF (INCLUDING SUPERVISORS):

Contractor will list the staff required to fulfill the attached specifications, including management/supervision (Exhibit 5). This list will be shown by area, by FTE. This staffing should also indicate the normal working hours each day. Contractor should be aware that close coordination with each school principal or head person is required in setting work hours. Facilities Maintenance employees should be able to make decisions and provide the necessary support for the employees at various locations. If any of the Contractor's staff is non-English speaking, the Contractor must provide all written material in the language of the employee (i.e., work schedules, directives, etc.).

4.0.1.7 TRANSITION PLAN:

- Submit a projected Transition Plan for implementation, if awarded the contract, to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.

- The proposer must submit an overview of key elements of the Transition Plan, inclusive of the following broad categories. This plan is not intended to represent a transition plan specific to the RFP, but should provide sufficient detail to highlight the depth of proposer's understanding of the transition process.

  a) Review of District operating procedures and policies.
  b) A plan to incorporate fair consideration of retaining current qualified and experienced maintenance employees with comparable compensation and benefits. A breakdown of proposed employee benefits is required.
  c) Recruitment of key staff.
  d) Review of existing vendor contracts.
  e) Review of existing facilities.

4.0.1.8 TRAINING PROGRAM FOR MANAGEMENT & HOURLY EMPLOYEES:

- What is the name of the training program(s) your company uses to train all employees?

  _____

  _____

- If the training program(s) is/are an "in house" training program(s), a copy of the program(s) must be attached to this RFP.

4.0.1.9 FACILITIES MAINTENANCE SERVICES QUALITY CONTROL:

What system does your company use to measure the quality of your facilities maintenance services? Please describe here or attach a copy of your company's documents describing your system.

_____

_____

Note: Attach additional pages, if needed.

- If your company uses a software quality control system, please name the system:
  _____

4.0.1.10 FACILITIES MAINTENANCE SERVICES MANAGEMENT SYSTEM:

Does your company use software to manage your maintenance services?
_____ Yes _____ No
If yes, what software does your company use to manage your maintenance services?
_____

4.0.1.11 KEY CONTROL POLICY

Contractor will be required to adhere to the BCSD Key Control Policy. Individuals will be personally responsible for assigned keys. Any lost keys will require reporting and penalties as described in the BCSD Key Control Policy. Supervisor level and above shall be given master keys to the building. Any lost keys will require reporting and penalties as described in the key control policy. All non-supervisor level employees will be given interior door master keys and an access control card to enter the exterior of the building. Supervisors will be responsible for providing access to portions of the building not accessible by non-supervisory level employees when needed.

4.0.1.12 Financial Stability:

Each Offeror must provide their audited end-of-year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years. Financial Stability is an Evaluation Criterion and it is an essential evaluation factor.

4.0.1.13 All objections, exceptions and observations regarding the specified Services and requirements collated in a separate document with regards to specific Section to which the offeror objects, takes exception(s), or provide(s) observation

Offeror should submit all other information and documents requested in this part and in parts 2.1 - Special Instructions; 3.0 - Scope of Work; 4.0 Information for Offeror to Submit; 5.0 - Qualifications; 8.0 - Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section 9.0 - Attachments to Solicitations.

5.0 QUALIFICATIONS:

5.0.1 QUALIFICATIONS OF OFFEROR (MAR 2015):

a) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider:

(i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or
(ii) any subcontractor you identify.

b) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

c) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

5.0.2 QUALIFICATIONS – SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):

a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

1. Contractor must presently be providing facilities maintenance services or have provided such services within the last 18 months for a K-12 school district(s) or commercial business(es) with similar specifications.

2. Contractor shall be licensed and permitted to perform all work included in this RFP, including any special licenses and/or permits. Copies of all licenses and/or permits must be submitted with this RFP.

3. Contractor must have staff support to provide an effective quality control program, a training program and make available technical support on a daily basis required by the District.

4. All equipment, materials, supplies, and parts (other than those specifically excluded in writing) to perform the services described will be the responsibility of the Contractor. District reserves the right to not accept substitutions.

5. Contractor must provide evidence of a sound financial position for the past three (3) fiscal/calendar years of the proposer, such as furnishing copies of formal financial statements or statements of financial integrity from each bank of whom the proposer was a business customer on letterhead of the financial institution and signed by an officer of the institution.

6. Contractor must have a record of at least three (3) years of a successful facilities maintenance service performance with a school district(s) or commercial business(es) similar into the specifications.

7. The Contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The Contractor or sub-Contractor(s) of the Contractor will not employ at less than the established federal and state minimum wage. The Contractor will give each employee a criminal background check. All preliminary criminal background checks must be completed prior to employment and the reports on each employee **must** be submitted to the Chief Operations Officer (COO) or designee. This check must include a South Carolina and Nationwide criminal background check to include sex offenders and aliases. The District is currently under contract with Background Investigative Bureau for this service. All costs for criminal background checks are the responsibility of the Contractor. No employee who has a police record other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. The Contractor shall use persons who are thoroughly trained in the necessary skills for grounds maintenance. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol or tobacco, or use of illegal drugs or possession of weapons on BCSD property. All employees shall be dressed in an appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance. Uniforms and BCSD approved identification badges shall be worn which fully identify the worker as a member of the Contractor's workforce.

8. Contractor must be an established business entity, registered, and licensed to do business in **Beaufort County and/or the City of Beaufort, the Town of Bluffton, the Town of Hilton Head Island, the Town of Port Royal and Jasper County** in the State of South Carolina. Contractor must submit proof of such annually.

9. The successful Contractor will have adequate insurance coverage to protect interests of the Contractor as well as the school district including workers' compensation coverage for employees of the Contractor. The Contractor must submit a certificate of insurance showing all required coverage, and resubmit annually or more often as needed to show continuous coverage. See Section 7.1.4 for required coverage.

10. It is the responsibility of the Contractor to secure all equipment during and after use to prevent injury to students or any person not authorized to use such equipment.

11. Contractor shall designate, in writing, to the COO or designee, a contact person for daily operations.

12. The COO or designated representative may conduct, at any time, Quality Assurance inspections to assure contract compliance. Contractor must provide a manager to accompany the BCSD inspector.

5.0.3 QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked "Exceptions" and clearly detailed in proposer's response.

a) The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.

b) Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.

c) FINANCIAL RESPONSIBILITY:

Banking Reference: _____
Name of Bank Officer: _____
Phone: _____
How many years with this bank? _____ Years

d) INSURANCE COVERAGE:

Prior to contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the District as Additional Insured shall be provided to the District. See Section 7.1.4 for required coverage

e) A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.

f) A list of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.

g) Must have a clear understanding of industry standards and best practices.

h) Offeror shall provide with their proposal copies of all appropriate certifications, licenses, and permits, as well as evidence to support the documentation.

i) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state, and local laws, statutes, ordinances, rules, and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall

apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.

j) Must have the capacity to acquire all bonds, escrows or insurance as outlined in the terms of this RFP.

k) List of failed projects, suspensions, debarments, and significant litigation.

l) List of at least five (5) references of similar projects for these services.

5.1 SUBCONTRACTOR IDENTIFICATION:

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

6.0 AWARD CRITERIA:

6.0.1 AWARD CRITERIA – PROPOSALS:

Award will be made to the highest ranked responsive and responsible Offerors whose offer is determined to be the most advantageous for the District.

6.0.2 AWARD TO MULTIPLE OFFERORS (JAN 2006):

Award may be made to more than one Offeror.

6.0.3 DISCUSSIONS AND NEGOTIATIONS (FEB 2015):

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussion, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R. 19-445.2095(l)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

6.0.4 EVALUATION FACTORS – PROPOSALS:

Proposals will be evaluated by a Selection Committee based on the evaluation criteria listed in the Section below. Each proposal will be evaluated both objectively and as compared to the other responses. All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the Owner will be deemed non-responsive. The Selection Committee may consist of representatives of the Project Team and any other persons appointed by the Owner. **Proposer should not attempt to contact members of the evaluation committee during the period of the solicitation. Violation of these restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of the State Ethics Act.**

To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be disregarded.

Evaluation of proposals for the **Technical Process** (one hundred possible points) will be based on the following weighted criteria:

- **Contractor's Management Qualifications (30%)**

  Management and staff capabilities and expertise to perform the Scope of Work requested by this RFP.

- **Proposing Organization References/History (30%)**

  Proposers have past contract management experience and references on similar projects including both the proposer and the individual personnel listed by the proposer. Proposer must include at least five (5) recent references, with client company's name, name of contact person, correct daytime telephone number, and e-mail address.

- **Management Plan (30%)**

  The Contractor will be evaluated on demonstrated ability to control, coordinate, and direct its resources to fulfill the performance requirements as stated in this RFP. The evaluation will be based on, but not limited to an assessment of the sub factor elements as listed below.
  to fulfill the Scope of Work outlined in Section 3.0.

- **Responsiveness (10%)**

  Compliance with all the requirements of this RFP including attendance at Site Visits.

Evaluation of proposals for the **Cost Process** (50 possible points) will be based on the following weighted criteria:

- **Cost Proposal Program (Contract) Costs:**

The cost to the District of the program proposed is worth a possible additional fifty points, with 50 points to be awarded to the most advantageous Cost Proposal and proportionally fewer points to the others. Because pricing structures, discounts, quality options, and many other factors may vary in ascertaining the cost of the scope of work requested, the Cost Proposal scores may not necessarily be scored in direct mathematical proportion to any stated value.

The Selection Committee shall rank the firms whose Cost Proposals are reviewed, on the basis of their combined scores on the scoring of the Technical Proposal and the Cost Proposal. The highest-ranked firm will, with Board approval, be provided the initial opportunity to negotiate a mutually agreeable contract with the District in accordance with the parameters of this RFP and the proposer's Proposal including its Cost Proposal. Recognizing that the proposers have expertise in the development of a program of services that may be beneficial to developing an actual contractual scope of work for the District upon entering into negotiations, it is understood that the parties may negotiate as to such matters in creating a recommended contract consistent with the general scope of the solicitation to be presented for Board of Education approval.

6.0.5 UNIT PRICE GOVERNS (JAN 2006):

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

7.0 TERMS & CONDITIONS- A. GENERAL

7.0.1 ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

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 District 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 District 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.

7.0.2 BANKRUPTCY - GENERAL (FEB 2015):

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 Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all BCSD 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 BCSD upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

7.0.3 CHOICE OF LAW (JAN 2006):

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

7.0.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

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

1) a Record of Negotiations, if any, executed by you and the Procurement Officer,

2) the solicitation, as amended,

3) documentation of clarifications 11-35-1520(8) or discussions 11-35-1530(6) of an offer, if applicable,

4) your offer,

5) any statement reflecting the District's final acceptance (a/k/a "award"), and

6) purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation:

i) a purchase order or other instrument submitted by the BCSD or
ii) any invoice or other document submitted by Contractor, or
iii) any privacy policy, terms of use, or end user agreement.

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

7.0.5 DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

a) Discounts for prompt payment will not be considered in the evaluation of Offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.

b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

7.0.6 DISPUTES (JAN 2006):

a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Beaufort County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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

7.0.7 EQUAL OPPORTUNITY (JAN 2006):

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

7.0.8 FALSE CLAIMS (JAN 2006):

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

7.0.9 FIXED PRICING REQUIRED:

Any pricing provided by Contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit Contractor from offering lower pricing after award.

7.0.10 NO INDEMNITY OR DEFENSE (FEB 2015):

Any term or condition is void to the extent it requires BCSD to indemnify, defend, or pay attorney’s fees to anyone for any reason.

7.0.11 NOTICE (JAN 2006):

a) After award, any notices shall be in writing and shall be deemed duly given:

1) upon actual delivery, if delivery is by hand,

2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or

3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

b) Notice to Contractor shall be to the address identified as the Notice Address on Page Two. Notice to the BCSD shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

7.0.12 PAYMENT AND INTEREST (FEB 2015):

a) The BCSD shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the BCSD.

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 S.C. Code Section 11-35-45, or Chapter 6 Title 29 (real property improvements) 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 BCSD 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 BCSD shall bear interest at the rate of interest established by the South Carolina Controller General pursuant to Section 11-35-45 ("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 count, 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 a simple interest without compounding.

f) The District shall have all of its common law, equitable and statutory rights of set-off.

7.0.13 PUBLICITY (Jan 2006):

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

7.0.14 PURCHASE ORDERS (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

7.0.15 SURVIVAL OF OBLIGATIONS (JAN 2006):

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

7.0.16 TAXES (JAN 2006):

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

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

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

7.0.18 THIRD PARTY BENEFICIARY (JAN 2006):

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

7.0.19 WAIVER (JAN 2006):

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

7.1 TERMS AND CONDITIONS – B. SPECIAL:

7.1.1 BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015):

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, District information in its possession and/or under its control will 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 district information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information.

7.1.2 CHANGES (JAN 2006):

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

1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the BCSD in accordance therewith;

2) method of shipment or packing;

3) place of delivery;

4) description of services to be performed;

5) time of performance (*i.e.*, hours of the day, days of the week, etc.); or,

6) place of performance of the services.

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

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

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

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

7.1.3 COMPLIANCE WITH LAWS (JAN 2006):

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

7.1.4 CONTRACT LIMITATIONS (JAN 2006):

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

7.1.5 CONTRACTOR’S LIABILITY INSURANCE – GENERAL (FEB 2015):

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 Number 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 this 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) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insured 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 Number 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, every applicable Using Governmental Unit, and the officers, officials, employees, and volunteers of any of them. Any insurance or self-insurance maintained by the District, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

f) Should any of the above described policies by 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 and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District or applicable Using Government Unit 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 or Using Governmental Unit 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 with the retention.

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

7.1.6 CONTRACTOR PERSONNEL (JAN 2006):

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

7.1.7 CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):

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

7.1.8 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 19 days

(or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.

b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any

    1) completed supplies, and

    2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the procurement officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause

providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the Contractor's rights under the Disputes clause.

h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.1.9 ESTIMATED QUANTITY - UNKNOWN (JAN 2006):

The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

7.1.10 ILLEGAL IMMIGRATION:

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

7.1.11 INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (FEB 2015):

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 of 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 the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees.

7.1.12 INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015):

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 disclosure of government information (as defined in the clause titled Information Security – Definitions) cause 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 Contractor's 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 State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees.

7.1.13 INDEMNIFICATION - INTELLECTUAL PROPERTY (FEB 2015):

a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. BCSD shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. BCSD shall allow Contractor to settle such claim so long as

    1) all settlement payments are made by Contractor, and

    2) the settlement imposes no non-monetary obligation upon BCSD.
    BCSD shall reasonably cooperate with Contractor's defense of such claim.

b) In the event an injunction or order shall be obtained against BCSD's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either:

    1) procure for BCSD the right to continue to use, or have used, the acquired item, or

    2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by BCSD.

If neither (1) nor (2), above, is practical, BCSD may require that Contractor remove the acquired item from BCSD, refund to BCSD any charges paid by BCSD therefore, and take all steps necessary to have BCSD released from any further liability.

c) Contractors' obligations under this paragraph do not apply to a claim to the extent

    1) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD unless Contractor knew its compliance with the BCSD's specifications would infringe an IP right, or

2) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD if the BCSD knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

7.1.14 INFORMATION SECURITY – DEFINITIONS (FEB 2105):

The following definitions are used in those clauses that cross reference this clause.

Compromise – means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data – means a subset of information in an electronic format that allows it to be retrieved or transmitted.

District Information – means information (i) provided to Contractor by, or generated by Contractor for, the District or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.

Information – means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information System – means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public Information – means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software – means any computer program accessed or used by the District or a third party pursuant to or as a result of this contract.

Third Party – means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

Unrestricted Information – means:

1) public information acquired other than through performance of the work,
2) information acquired by Contractor prior to contract formation,
3) information incidental to your contract administration, such a financial, administrative, cost or pricing, or management information, and
4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based Service – means a service accessed over the internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

7.1.15 LICENSES AND PERMITS (JAN 2006):

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

7.1.16 MATERIAL AND WORKMANSHIP (JAN 2006):

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

7.1.17 NEPOTISM POLICY:

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

7.1.18 OWNERSHIP OF DATA & MATERIALS (JAN 2006):

All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

7.1.19 PERFORMANCE BOND REQUIRED: **NON-APPLICABLE**

A Performance Bond and a Labor and Material Payment Bond **will** be required for 100% of the proposed/contracted amount on the various projects that exceed $50,000. The bonds must be issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) time the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in-fact to bind the surety and certified to include the date of the performance bond.

7.1.20 PRICE ADJUSTMENTS (JAN 2006):

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

   1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

   2) by unit prices specified in the Contract or subsequently agreed upon;

   3) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed all as specified in the Contract; or subsequently agreed upon;

   4) in such other manner as the parties may mutually agree; or,

   5) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

b) Submission of Price or Cost Data: Upon request of the Procurement Officer, the Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

7.1.21 PRICE ADJUSTMENT – LIMITED – AFTER INITIAL TERM ONLY (JAN 2006):

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the procurement officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends Contractor notice rejecting the requested price increase.

7.1.22 PRICE ADJUSTMENTS – LIMITED BY CPI "OTHER GOODS AND SERVICES" (JAN 2006):

Upon request and adequate justification, the Procurement Officer may grant a price increase up to but **not to exceed 3%,** the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods and Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

7.1.23 PURCHASING CARD (JAN 2006):

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows BCSD to make authorized purchases from a vendor without the requirement to issue a purchase order.

7.1.24 RELATIONSHIP OF THE PARTIES (JAN 2006):

Neither party is an employee, agent, partner, or joint venture 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.

7.1.25 RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015):

a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, Contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

b) Unless expressly provided in the solicitation, public contracts are not intended to provide Contractors an opportunity to market additional products and services; accordingly, in performing the work, Contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

c) Any reference to Contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that Contractor authorizes to take any action related to the work.

d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.

7.1.26 STORAGE OF MATERIALS (JAN 2006):

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

7.1.27 TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:

The anticipated effective date of this contract will be July 2025. The initial term of this agreement will be July 1, 2025 – June 30, 2028.

7.1.28 TERM OF CONTRACT – OPTION TO RENEW (Jan 2015):

At the end of the initial term, and at the end of each renewal term, this contract has the option to renew for a period of two (2) years, unless Contractor receives notice that the BCSD elects not to renew the contract at least thirty (30) days prior to the date of renewal. With the exception of a voluntary extension subject to BCSD Superintendent's approval, this contract expires no later than the last date stated on the maximum contract periods.

7.1.29 TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006):

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety days prior to the effective date of termination.

7.1.30 TERMINATION FOR CONVENIENCE – (JAN 2006):

a) 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.

b) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the District. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

c) 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:

    1) any completed supplies; and

2) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

d) Compensation.

1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with subparagraph (c) of this paragraph.

2) 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;

3) Absent complete agreement under subparagraph (b) of the paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under subparagraph (b) shall not duplicate payments under this subparagraph:
   i) contract prices for supplies or services accepted under the contract;
   ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
   iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (c)(iii) of this paragraph;
   iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph (b) of this paragraph, and the contract price of work not terminated.

4) 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.

e) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:

   i) affect the District's right to require the termination of a subcontract
   ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

8.0 BIDDING SCHEDULE

See Exhibit 5

9.0 ATTACHMENTS TO SOLICITATION

MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:

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

Statement of Policy

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

W/MBE Compliance

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

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

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

- Companies involved in joint venture Mentor/Protégé arrangements must be of a different race or gender ownership.
- Each eligible bidder shall submit with each bid submission on an eligible contract:
  1. A complete and signed subcontractor plan. Eligible bidders who submit bid proposals which fail to utilize minority- and/or woman-owned business enterprises at a level consistent with availability, must submit documentation detailing their “good faith outreach efforts” to utilize minority- and/or woman owned firms.

2. Written documentation demonstrating the eligible bidder's good faith efforts to identify, contract with, or utilize businesses, including certified M/WBEs, as sub-Contractors or suppliers on the eligible project.

- Acceptable good faith effort documentation:
  1. The eligible bidder contacted the District Purchasing and Contract Compliance Offices, other private sector, and government entities, or M/WBEs organizations, to identify available businesses to work on the eligible bidder project, including minority-and Woman-owned firms.
  2. The eligible bidder placed notices of opportunity for minority-and woman-owned firms to perform subcontracting work on the eligible project in newspapers, trade journals and other relevant publications specifically targeted to M/WBEs, or communicated such notices or opportunities via the Internet or by other available media means.
  3. The eligible bidder submitted invitations to bid for work on the eligible project to qualified businesses, including minority-and woman-owned firms.
  4. The eligible bidder included in such notices and invitations, a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
  5. The eligible bidder promptly responded to inquiries, provided necessary physical access and time for all interested businesses to fully review all necessary bid documents, and otherwise provided information, access, and time to allow all interested businesses to prepare bids and quotes, regardless of race, gender, or ethnicity.
  6. The eligible bidder considered, hired, or otherwise utilized qualified and available businesses for an eligible project, including minority-and Woman-owned firms.
  7. For each business which contacted or was contacted by the eligible bidder regarding sub-contracting or services on the eligible project, the eligible bidder shall maintain all written documents reflecting such contact, including bids, quotes, and proposals.

Subcontractor Participation

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

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

Business Utilization Report

In order to facilitate an effective monitoring system, each Contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the

names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the Contractor shall be submitted as a part of the contract with BCSD. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

Business Enterprise Utilization Report

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

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

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

Sub-Contractor Name	**Gender Group**	**Address**	**Phone #**	**Other**	**E-Mail**

Statement of Intent

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

Signature

Date

Name: _____

Title: _____

Project: _____

EXHIBIT 1

LOCATION OF FACILITIES

Description	Street Address
ADULT EDUCATION	1300 King Street, Beaufort SC 29902
DISTRICT EDUCATIONAL SUPPORT CENTER	2900 Mink Point Blvd., Beaufort SC 29902
MAINTENANCE BUILDING	2950 Mink Point Blvd., Beaufort SC 29902
HORACE ROWE WAREHOUSE BUILDING	2950 Mink Point Blvd., Beaufort SC 29902
MAINTENANCE ANNEX	2 Bridge Street, Bluffton SC 29901
PINK HOUSE (LOCATED AT LIMS)	20 Cougar Drive, Beaufort SC 29907
ST HELENA EARLY CHILDHOOD	1031 Sea Island Parkway, St Helena Island SC 29920
HILTON HEAD EARLY CHILDHOOD	165 Pembroke Drive, Hilton Head Island SC 29926
BLUFFTON EARLY CHILDHOOD	H.E. McCracken Circle, Bluffton SC 29910
BEAUFORT ELEMENTARY	1800 Prince Street, Beaufort SC 29902
COOSA ELEMENTARY	45 Middle Road, Beaufort SC 29907
LADY'S ISLAND ELEMENTARY	73 Chowan Creek Bluff, Beaufort SC 29907
MOSSY OAKS ELEMENTARY	2510 Mossy Oaks Blvd., Beaufort SC 29902
PORT ROYAL ELEMENTARY	1214 Paris Avenue, Port Royal SC 29935
ST HELENA ELEMENTARY	1025 Sea Island Parkway, St. Helena SC 29920
BROAD RIVER ELEMENTARY	474 Broad River Road, Beaufort SC 29906
RIVERVIEW CHARTER SCHOOL	81 Savannah Highway, Beaufort SC 29906
SHANKLIN ELEMENTARY	121 Morrall Drive, Beaufort SC 29906
DAVIS ELEMENTARY	364 Kean Neck Road, Seabrook SC 29940
WHALE BRANCH ELEMENTARY	15 Stuart Point Road, Seabrook SC 29941
DAUFUSKIE ELEMENTARY	P.O. Box 54, Daufuskie Island SC 29915
HHI IB ELEMENTARY	30 School Road, Hilton Head Island SC 29926
HHI SCHOOL FOR CREATIVE ARTS	10 Wilborn Road, Hilton Head Island SC 29926
BLUFFTON ELEMENTARY	160 H.E. McCracken Circle, Bluffton SC 29910
OKATIE ELEMENTARY	53 Cherry Point Road, Okatie SC 29909
MC RILEY ELEMENTARY	200 Burnt Church Road, Bluffton SC 29910
MC RILEY EARLY CHILDHOOD CENTER	Burnt Church Road, Bluffton SC 29910
RED CEDAR ELEMENTARY	10 Box Elder Street, Bluffton SC 29910
PRITCHARDVILLE ELEMENTARY	9447 Evan Way, Bluffton SC 29910
RIVER RIDGE ACADEMY	3050 River Ridge Drive, Bluffton SC 29910
BEAUFORT MIDDLE	2501 Mossy Oaks Blvd., Beaufort SC 29902
LADY'S ISLAND MIDDLE	30 Cougar Drive, Beaufort SC 29907
ROBERT SMALLS PreK - 8	43 W.K. Alston Drive, Beaufort SC 29906
WHALE BRANCH MIDDLE	2009 Trask Parkway, Seabrook SC 29941
HILTON HEAD MIDDLE	55 Wilborn Road, Hilton Head Island SC 29926
HE MCCRACKEN MIDDLE	250 H.E. McCracken Circle, Bluffton SC 29910
BLUFFTON MIDDLE SCHOOL	30 New Mustang Drive, Bluffton SC 29910
BEAUFORT HIGH SCHOOL	84 Sea Island Parkway, Beaufort SC 29907
BATTERY CREEK HIGH SCHOOL	1 Blue Dolphin Drive, Beaufort SC 29906
WHALE BRANCH EARLY COLLEGE HIGH SCHOOL	169 Detour Road, Seabrook SC 29940
HILTON HEAD HIGH SCHOOL	70 Wilborn Road, Hilton Head Island SC 29926
BLUFFTON HIGH SCHOOL	12 H.E. McCracken Circle, Bluffton SC 29910

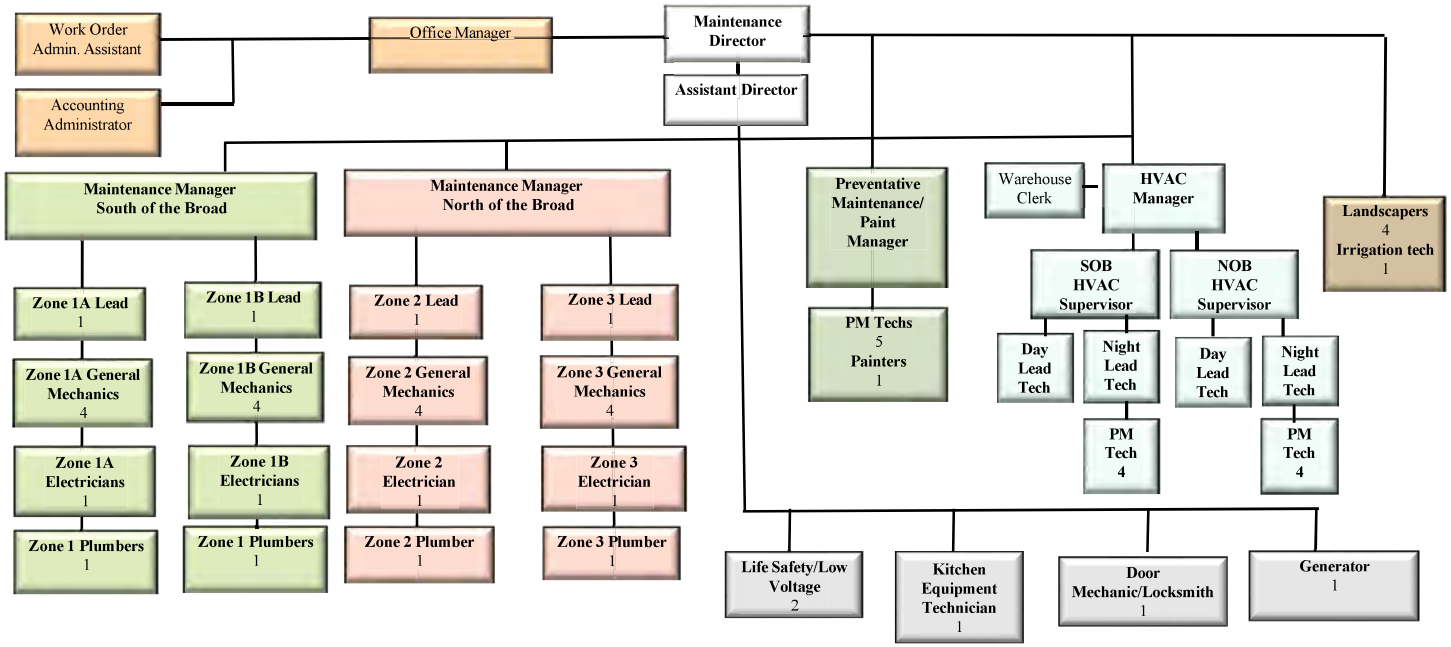
MAY RIVER HIGH SCHOOL	601 New Riverside Rd., Bluffton SC 29910
RIGHT CHOICES	2900 Mink Point Blvd., Beaufort SC 29902
BURROUGHS AVENUE	302 Burroughs Avenue, Beaufort SC 29902
BEAUFORT-JASPER ACADEMY FOR CAREER EXCELLENCE (OPTIONAL)	80 Lowcountry Drive, Ridgeland SC 29936

EXHIBIT 2
FACILITIES INFORMATION

Description	SQ. FT	YR. BLT	Renovations/Additions
ADULT EDUCATION	18,073	1968	
DISTRICT EDUCATIONAL SUPPORT CENTER	118,593	1972	2011
MAINTENANCE BUILDING	16,000	1986	
HORACE ROWE WAREHOUSE BUILDING	9,000	2018	
MAINTENANCE ANNEX	7,250	1982	
PINK HOUSE (LOCATED AT LIMS)			
ST HELENA EARLY CHILDHOOD	34,787	2004	2024
HILTON HEAD EARLY CHILDHOOD	100,118	2006	2016
BLUFFTON EARLY CHILDHOOD	42,829	2009	
BEAUFORT ELEMENTARY	106,537	1986	2021
COOSA ELEMENTARY	75,233	1998	
LADY'S ISLAND ELEMENTARY	58,085	1963	2003
MOSSY OAKS ELEMENTARY	69,416	1962	2004
PORT ROYAL ELEMENTARY	45,260	1911	2003
ST HELENA ELEMENTARY	104,768	1970	2017
BROAD RIVER ELEMENTARY	86,285	1957	2009
RIVERVIEW CHARTER SCHOOL	90,598	1968	2004
SHANKLIN ELEMENTARY	74,986	1994	2010
DAVIS ELEMENTARY	61,993	1991	2008
WHALE BRANCH ELEMENTARY	69,113	1999	
DAUFUSKIE ELEMENTARY	5,626	2001	
HHI IB ELEMENTARY	163,591	1974	2001
HHI SCHOOL FOR CREATIVE ARTS	118,543	1974	2025
BLUFFTON ELEMENTARY	83,386	1999	
OKATIE ELEMENTARY	90,978	2003	2007
MC RILEY ELEMENTARY	71,597	1991	2010
MC RILEY EARLY CHILDHOOD CENTER	42,613	2009	
RED CEDAR ELEMENTARY	97,516	2009	
PRITCHARDVILLE ELEMENTARY	105,909	2010	
RIVER RIDGE ACADEMY	167,307	2015	2021
BEAUFORT MIDDLE	116,067	1959	2001
LADY'S ISLAND MIDDLE	144,226	1984	2002
ROBERT SMALLS PREK - 8	149,260	2023	
WHALE BRANCH MIDDLE	115,000	1999	
HILTON HEAD MIDDLE	133,565	1992	
HE MCCRACKEN MIDDLE	133,072	2000	
BLUFFTON MIDDLE SCHOOL	139,215	2010	
BEAUFORT HIGH	258,073	2000	2023
BATTERY CREEK HIGH	231,276	1991	2023
WHALE BRANCH EARLY COLLEGE HIGH SCHOOL	171,648	2010	2019
HILTON HEAD HIGH	231,768	1983	2010
BLUFFTON HIGH	221,748	2004	2024
MAY RIVER HIGH SCHOOL	275,497	2016	2022
RIGHT CHOICES	6,665	1974	2009/2014
BEAUFORT-JASPER ACADEMY FOR CAREER EXCELLENCE (OPTIONAL)			

Exhibit 3

Maintenance Organization Chart



6 Management FTEs
58 Staff FTEs
Total Department: 64 FTEs

EXHIBIT 4

Employee Listing and Minimum Requirements

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

EXHIBIT 5

PRICING SHEET
For
Maintenance Oversight

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

Contractor to provide a base cost for all current facilities plus a unit cost for future facilities.

FACILITIES MAINTENANCE CONTRACTED SERVICES

Staffing Plan - Each Area ***Base Bid Sheet***

Assigned Area	Positions	FTEs by Position	Daily Hours by Aea	Daily Time Schedule
District Office - Main	*Maintenance Director	1	8	7:00 AM - 3:30 PM
	*Assistant Maintenance Director	1	8	7:00 AM - 3:30 PM
**Management Salary 6 FTEs*	~Accounting Admin Assistant	1	8	7:00 AM - 3:30 PM
~Office Admins 3 FTEs	~Admin/CMMS Dispatch	1	8	7:00 AM - 3:30 PM
	~Warehouse Inventory Admin	1	8	7:00 AM - 3:30 PM
North Zone	*Zone Manager	1	8	7:00 AM - 3:30 PM
	Program Supervisor	2	16	7:00 AM - 3:30 PM
	Electrician	2	16	7:00 AM - 3:30 PM
	Plumbers	2	16	7:00 AM - 3:30 PM
14 FTES	General Technician	8	64	7:00 AM - 3:30 PM
South Zone	*Zone Manager	1	8	7:00 AM - 3:30 PM
	Program Supervisor	2	16	7:00 AM - 3:30 PM
	Electrician	2	16	7:00 AM - 3:30 PM
	Plumbers	2	16	7:00 AM - 3:30 PM
14 FTES	General Technician	8	64	7:00 AM - 3:30 PM
HVAC/PM Team	*HVAC Manager	1	8	7:00 AM - 3:30 PM
	Program Supervisor	2	16	7:00 AM - 3:30 PM
	Day Lead - HVAC Technician	2	16	7:00 AM - 3:30 PM
	Night Lead (Split Shift) - HVAC Technician	2	16	12:00 PM - 8:30 PM
14 FTEs	PM Technicians	8	64	2:00 PM - 10:30 PM
Specialized Trade Team	Locksmith	1	8	7:00 AM - 3:30 PM
	Kitchen Equipment Technician	1	8	7:00 AM - 3:30 PM
	Generator Technician	1	8	7:00 AM - 3:30 PM
5 FTEs	Low Voltage Technician	2	16	7:00 AM - 3:30 PM
Grounds Team	*Grounds Manager	1	8	7:00 AM - 3:30 PM
	Grounds Technician	4	32	7:00 AM - 3:30 PM
5 FTEs	Irrigation Technician	1	8	7:00 AM - 3:30 PM
Non-HVAC PM Team	PM Night Lead	1	8	2:00 PM - 10:30 PM
1 FTE	Painter	1	8	2:00 PM - 10:30 PM
	Current Dept. Staffing - FTE Total	**63**	**504**	

Beaufort County School District

Addendum 1

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	April 21, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)

DESCRIPTION: **Facilities Maintenance Management Services**
SUBMIT OFFER BY (Opening Date & Time): **May 9, 2025 @ 4:00 PM EST**
QUESTIONS MUST BE RECEIVED BY: **April 29, 2025 @ 4:00 PM EST**
NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies**
Two (2) USB - One (1) Redacted

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

Electronic Bid Submissions will be accepted through the following we address: Here

CONFERENCE TYPE: **Mandatory Pre-Proposal Conference / Site Visits**
LOCATION: **District Office**
2900 Mink Point Blvd
Beaufort, SC 29902
DATE & TIME: April 29, 2025 @ 9:30 AM
AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after May 10, 2025. The award, this solicitation, and any amendments will be posted at the following web address: http://beaufortschools.net.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 90 calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer) ENTITY TYPE:

_____ _____

_____

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

_____ _____

PRINTED NAME TITLE

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.

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business):	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):

PHONE NUMBER:

EMAIL ADDRESS:

PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
☐ Payment Address Same as Home Office Address	☐ Payment Address Same as Home Office Address
☐ Payment Address Same as Home Notice Address (check one only)	☐ Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:

Amendment Number	Amendment Issue Date

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☐
If yes, please include a copy of your certification.

Questions and Answers:

1. Can you please provide current wages of employees?
   This can be provided through the current contract ABM, not Beaufort County School District.
2. On the staffing totals, there are different numbers listed for the total positions on page 71 and page 74. On page 71 it states that there are 64 but there are additional positions listed on the org chart that increases the number beyond the 64. This may have something to do with the shading of the employees and whether some of the staff are district employees. Can you please confirm the total number of staff that are needed for this proposal? 64 is the current base staffing plan this includes field technicians, field supervisors, management team and office/warehouse support staff. No maintenance staff are currently district employees.
3. Is there a union that represents maintenance employees? No, there is no local union in Beaufort area. Closest union is UA Local 421 in Charleston for Plumbers, Pipe Fitters, Welders, HVAC/R.
4. Are maintenance supervisors allowed to drive school district vehicles? Yes, maintenance supervisors are assigned school district vehicles.
5. How many vehicles does the current provider have in place for management staff?
   ABM currently provides vehicles for their management employees (this is separate from supervisors). 7 in total, which includes 6 for managers and 1 spare vehicle.
6. On page 6 there is one section that asks for "six (6) Original Signed Copies" and another section asks for "1 (one) original set and five (5) copy sets". Which of the two is correct?
   "1 (one) original set and five (5) copy sets".
7. Are any of the current staff part-time and is there a change in staffing levels or hours in the RFP compared to the current contract? No current part-time staff. The solicitation requests two pricing proposals, one based on current staffing levels, and second based on recommended staffing levels to execute the contract successfully.
8. Page 57 of RFP states the performance bond is "Non-Applicable" but it goes on to state that "A performance bond and a Labor and Material Payment Bond **will** be required for 100% of the proposed/contracted amount on the various projects that exceed $50,000" . Can you clarify if a performance bond is required? It says Non-Applicable next to the heading because it is not required.
9. Section 4.0.1.7, transition plan ask for understanding of the transition process and items d and e of that section ask for "Review of existing vendor contracts" and "Review of existing facilities". What is the district looking for as it pertains to these two items?
   d) Review of Existing Vendor Contracts: Provide a plan to review and assess existing vendor contracts to understand ongoing relationships, obligations, and any necessary changes.
   e) Review of Existing Facilities: Provide a plan showing the tasks and timeframes involved in assessing existing facilities, including their current condition and any necessary updates or adjustments required as part of the transition process.
10. Will you allow the use of the school district logo for the sole purpose of personalizing the proposal? Yes.
11. As per BidNetDirect portal, screenshot below, the base contract term is for 3-years. As per Exhibit 5, page 73, further below, the cost sheet is not setup for multiple years. Lines

8 and 9 ask for Yearly and Monthly costs, are these to be an average Yearly and Monthly cost across the three (3) base years of the contract? For example, total base contract cost divide by 3 for yearly (Line item 8), and total base contract cost divided by 36 for monthly (Line item 9)? This cost sheet is to be used for a 1-year cost estimate only. Cost evaluations will be made based on Exhibit 5. Yes, the contract has a base term of three years, with the option to renew for two additional years. The contract does not allow for a cost increase during the base term (first 3 years) meaning the annual cost will remain the same for year 1 through 3.

12. **Student Employment Program – This section has been added as part of the SCOPE OF WORK**

    Include within your proposal a section detailing a **Student Employment Program**. Beaufort County School District (BCSD) seeks collaboration between the awarded maintenance contractor and the district's Career and Technical Education (CTE) departments to offer two to four paid summer internship opportunities annually for BCSD students.

    BCSD will promote these internship positions directly to students through district communication channels. The awarded contractor shall be responsible for all aspects of program implementation, including, but not limited to, recruiting, hiring, training, supervision, payroll administration, and managing all associated human resources requirements.

    Proposals should clearly outline your approach to student mentorship, training methodology, supervision protocols, and intended learning outcomes to ensure meaningful and beneficial internship experiences.

Beaufort County School District

Addendum 2

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	April 21, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

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NAME OF OFFEROR: (Full legal name of business submitting the offer) ENTITY TYPE:

_____ _____

_____

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

_____ _____

PRINTED NAME TITLE

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.

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business):	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):

PHONE NUMBER:

EMAIL ADDRESS:

PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
☐ Payment Address Same as Home Office Address	☐ Payment Address Same as Home Office Address
☐ Payment Address Same as Home Notice Address (check one only)	☐ Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:

Amendment Number	Amendment Issue Date

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☐
If yes, please include a copy of your certification.

Time of site visits has been changes from 9:30 AM **to 9:00 AM** to meet transportation time constraints and not interfere with student transportation operations.

Transportation to the school locations will be provided by BCSD.

Beaufort County School District

Addendum 3

Solicitation Number:	25-024
Date Printed:	March 10, 2025
Date Issued:	May 5, 2025
Procurement Officer:	Kaylee Yinger, CPPB, NIGP
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)

DESCRIPTION: **Facilities Maintenance Management Services**
SUBMIT OFFER BY (Opening Date & Time): **May 14, 2025 @ 4:00 PM EST**
QUESTIONS MUST BE RECEIVED BY: **April 29, 2025 @ 4:00 PM EST**
NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies**
Two (2) USB - One (1) Redacted

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

Electronic Bid Submissions will be accepted through the following we address: Here

CONFERENCE TYPE: **Mandatory Pre-Proposal Conference / Site Visits**
LOCATION: **District Office 2900 Mink Point Blvd Beaufort, SC 29902**
DATE & TIME: April 29, 2025 @ 9:00 AM
AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after May 10, 2025. The award, this solicitation, and any amendments will be posted at the following web address: http://beaufortschools.net.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 90 calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer) ENTITY TYPE:

_____ _____

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AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

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PRINTED NAME TITLE

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(check one only)	(check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:

Amendment Number	Amendment Issue Date

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☐
If yes, please include a copy of your certification.

Proposal submission deadline has been extended until May 14, 2025 @ 4:00 PM.

Questions and Answers:

1. Would the District consider a 2-week extension? District is extending until the 14th of May.
2. The vendor does need to provide the management (6) vehicles, correct? If so, would that cost go under "management cost" on Exhibit 5? Yes. The vendor will need to provide vehicles from all proposed managers. The existing base number of managers is 6.
3. Page 22, Section 3.1.2, letter b: What is the number and types of vehicles that the district will provide for non-managerial positions? This list will be provided to the winning contractor.
4. Page 20, Section 3.03, letter h and I: Is the vendor required to have its own CMMS system or will they be using the District's CMMS system? The vendor will use the district's CMMS system.
5. Page 20, Section 3.03, letter k: Will we be using the District's inventory system, or do we need to have our own? The district's, Inventory Direct.
6. Page 23, Section 3.1.7, Does the contractor need to supply computers for the management staff? Computer workstations with be made available to the contractor.
7. Page 24, Section 3.2.3Can it be defined what "major HVAC repairs" include? Major HVAC repairs are any repairs that cannot be completed by maintenance in less than 4 hours.
8. Page 31, Section 3.7.3, letter b: Are the PMs for HVAC already scheduled in the CMMS system or will this have to be completed with the new contract? Have the PM schedules been updated for new equipment? We are currently in the process of reviewing the PM schedules in the CMMS. Schedules need to be updated for many of the newer pieces of equipment. The need to improve the PM schedules will still be needed when the new contractor takes over.
9. Page 59, Section 7.1.23: Is it the District's intention to pay with a P-card? If the vendor accepts the P Card at no charge, then yes. If there is a charge, then the vendor will be paid via check or EFT if requested.
10. Miscellaneous: What is the scope of work for the landscaping positions? We have two separate grounds maintenance contractors that are responsible for the mowing, blowing, edging, and maintaining the heads of the irrigation system. The maintenance landscaping positions are responsible for fence line maintenance, pond maintenance, bush hogging, planting beds, main irrigation lines and well head, and any other project as requested that is not being completed by the separate grounds' maintenance contract.
11. Miscellaneous: If a new vendor is chosen, will the new vendor be responsible for the backlog of work orders in regard to a workorder completion rate? Yes. Any work orders that have not been completed at the time of the new contract will be the responsibility of the new contractor.
12. Page 36, Section 4.0.1.10: Is this in reference to a Computerized Maintenance Management System? Yes

13. Page 66, Business Utilization Report: The sub-contracts are currently held by the District, is it appropriate to put here what our process is for obtaining minority owned subcontractors would be? Only list vendors that you would directly sub-contract with for this contract.
14. Student Employment Program: Is this to be included in the regular annual contract amount or will this be a bill back item? The addendum states 2-4 student employees, if it is to be included, should we price it in 2 or 4 student employees? This should be included in the regular contract amount. The District is encouraging the vendor to develop a program for student employees. It should be 2 employees at a minimum with the thought being one servicing the north of Broad area and one servicing the south of Broad area. There is no upper limit on the number of student employees, although 4 student employees would be seen as a robust student employment program.
15. Miscellaneous: To clarify, for the purposes of the proposal submission, vendors should price in the Office Manager as the 64th employee for the Base Bid, but this will likely be a District held position by the time the contract starts. Is this correct? That is correct and adjustments will be made once the position is approved for FY 2026.
16. For the conversion of the CMMS, will the school district pay for all of the cost of the CMMS? Yes.
17. For the "initial term" of the contract which is 3 years and no CPI increases. Should respondents' factor in salary increases and average it out over the initial term or would the district be open to accepting CPI tied strictly to wage increases for the first term? You should factor in anticipated increases for those three years. Increases will only be reviewed for extenuating circumstances.
18. We would like to request the previous bid and past 3 months of invoices. Your request has been sent to our FOIA Office.
19. We would like to request a copy of the current contract. Your request has been sent to our FOIA Office.
20. We would like to request copies of the scoring documentation from the last request. Your request has been sent to our FOIA Office.
21. What is the current pricing of the current contract? Your request has been sent to our FOIA Office.
22. What are the existing service provider details, and annual contract value for facilities under this RFP? (To help challenge the status quo and develop a cost-effective solution) Your request has been sent to our FOIA Office.
23. Are existing staff available for rebadging? Would contracting authority assist in this matter post contract award? Yes. BCSD will issue all contractor badges.
24. Are current employees unionized? If YES, please share labor union contact name/ address and latest copy of CBA. No.
25. Objective of this RFP is to change the existing service provider. No, the objective of this RFP is to follow the requirements of procurement and solicitate for services within the regulations of the State Procurement Code. If the provider changes, we are prepared for that as well.

26. Will contracting authority provide any tools/equipment and if yes, please provide the detailed list. BCSD provides all tools and equipment in addition to a supply budget for consumables and purchased services.
27. Is this a hard copy or electronic submission or both? Either is acceptable.
28. Can we only submit bid electronically via bidnetdirect? You can submit it to our physical address via UPS or FedEx or online via bidnet.
29. The RFP mentions this is a two-part process consisting of a technical proposal and a cost proposal. Should the file name for Envelope 1 be labeled as 'Identity & Proposal' as stated on bidnetdirect, or should it be 'Technical Proposal' to match the terminology in the RFP? Technical Proposal to match the RFP. Bidnet has their own language that BCSD does not intend to adopt.
30. Do you have attic stock of building materials (flooring), mechanical parts and build to levels. Yes there is some attic stock available. Older buildings will be less likely to have attic stock than newer buildings.
31. Would it be our responsibility to call other company for large repairs and/or call Beaufort POC. It depends on the situation. Your maintenance supervisors will work with the Facilities/Operations and Procurement Office to determine who is on contract and/or what action should be taken to fulfill major requests. In most cases maintenance supervisors will contact outside companies. The one main exception to that is that if the project involves a capital improvement project contractor, then the Capital Improvement Project Manager would oversee the communication with the outside contractor.
32. Can you share from the existing contract spend for repairs is over $5,000. This would be an extensive list and we had the previous contract for 7 years. This would require a FOIA request.
33. Are there construction warranties in place for any of the equipment? Yes all equipment installed as part of construction would have a one-year construction warranty.
34. 3.0.3 Duties - Item J. Who holds financial responsibility for third party contracts? BCSD
35. 7.1.27-7.1.28 Term- 7/1/25-6/30/28, with Client Option of 2 One Year Extensions. *This differs from RFP Section 1.1.3. Which is correct?*
    Both of the sections are correct. Section 1.0.3 is the Maximum Contract Period for this contract which is 5 years. This is the equivalent of what section 7.1.27 talks about, a 3-year base term with a 2-year option period, for a total of 5 years.
36. Page 1 of the subject RFP states 6 original signed copies, 2 USB, 1 redacted copy are required, but later, on the same page, it states electronic bid submission will be accepted. Is there a preference, do you want both or is option equally acceptable? If you submit it electronically, we only need one copy plus a redacted copy.
37. Does the awarded vendor provide the maintenance and cover those expenses for the district vehicles? No.

Beaufort County School District

Addendum 4

Solicitation Number:	25-024
Date Printed:	March 10, 2025
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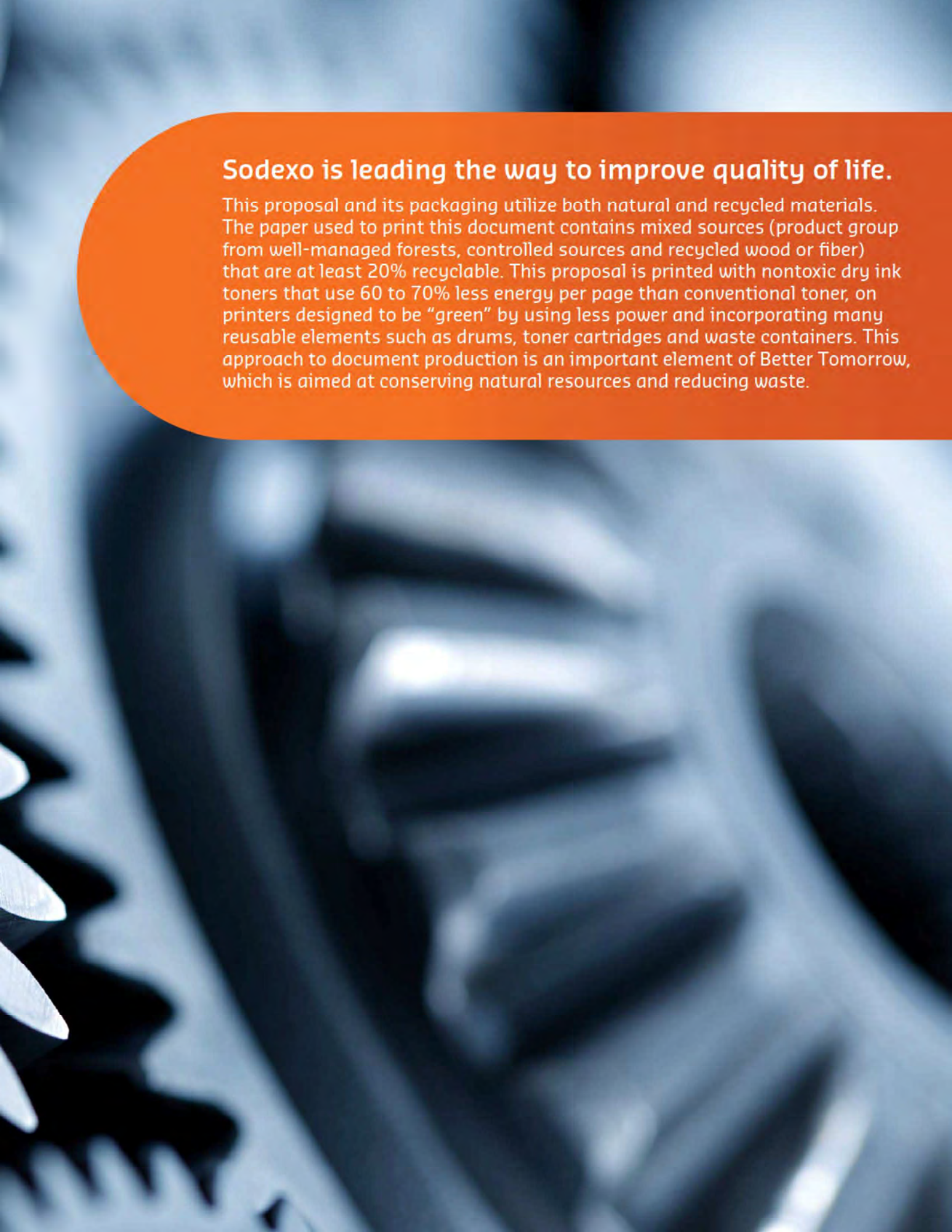
MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☐
If yes, please include a copy of your certification.

Questions and Answers:

1. Miscellaneous: Will the District provided vehicles have safety materials such as first aid kits and fire extinguishers? Yes. The District will provide these materials as needed.
2. Miscellaneous: Will there be eye washing stations available to the maintenance staff at each school? Yes, eyewash stations are available at every school site. Additionally, the District will equip each District-provided vehicle with a portable eyewash kit.
3. Page 31, Section 3.7.2: What is the current process for inspecting maintenance work orders? Work order data is reviewed monthly by the District and included in the maintenance report presented to the Operations Subcommittee of the Board of Education. The vendor is also expected to maintain a structured QA/QC program throughout the duration of the contract.
4. Is there any information that the district can share regarding starting wages by position that is currently being offered? The District recently conducted a cost-benefit analysis to evaluate the feasibility of bringing facilities maintenance services in-house. The analysis used an hourly wage range of $15.00 to $38.00.
5. Please share current FTE deployment, shift wise? The current shift schedule is as follows: Day shift runs from 7:00 AM to 3:30 PM, and PM shift operates from 3:00 PM to 11:30 PM.
6. Equipment list, address location, number of units, brand name and year. This will be provided to the awarded contractor.
7. Preventive Maintenance task frequency and list of tasks to complete. Assuming the 63 people on site are not backfilled for PTO. If backfill is needed, how is that invoiced to the school district? The vendor is responsible for managing coverage during PTO. The only exception is during high school graduation ceremonies, where overtime hours may be billed. In such cases, the vendor provides an estimate in advance and invoices the District after the graduation season. If a position is not filled, how is that addressed in the invoicing, with the pricing sheet just a lump sum? Refer to Section 3.7.1, Financial Remedy for Insufficient Staffing: Penalties for management and hourly staffing begin when staffing levels fall below 100%.
8. Additional Repairs: for repairs costing $5001, will the expectation that the full $5001 be invoiced at completion or is the $5000 to be a deductible for all repair in which case only $1.00 would be invoiced in this example? BCSD allocates the budget for both scheduled and unscheduled repairs. The vendor is required to follow District Finance Policies to ensure all third-party vendor invoices are properly billed and paid for using District funds within the current fiscal year.
9. Is there a materials markup expected for the additional repairs on this contract, or will each repair require a proposal and pre-approval? BCSD allocates funding for scheduled/unscheduled repairs and materials; this financial responsibility does not fall under the vendor's scope.
10. Is there and parts inventory remaining on-site and if so, will it be left for use? Yes.

11. For this clause – can we ask for clarification around the "certified/state licensed" verbiage? Asking if State Licensed is a requirement or if Certification only will be sufficient? Note: There are only 2 "State certified plumbers" in this county.

    "aa) Skilled Trades Certifications and Training: The Contractor shall employ a minimum of (1) certified/state licensed lead for each staff trade position to include but not limited to plumbers (certified/state licensed), electricians (certified/state licensed), low voltage technician (BICSI or similar), generator technician (certified diesel mechanic), and HVAC Manager (EPA Section 608 Certification, HVAC Excellence, NATE Certification). Lead staff trade positions must hold current, industry-recognized certifications and the Contractor must provide continuing education programs to maintain certifications and expand knowledge of new tools, techniques, and technologies. The Contractor shall provide upon employment a list of staff trade certifications and/or updates upon trade certifications and licensing renewals to the Chief Operations Officer and Facilities Support Manager". Certification will be sufficient if state licensure is unavailable.
12. What is the yearly budget for this contract? The current maintenance services budget is $3.7 mil. The FY 26 budget has not been approved yet.



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