DARLINGTON COUNTY SCHOOL DISTRICT	**Darlington County School District** **Request for Proposal** **(To include qualifications)**	Solicitation Number Date Procurement Official Phone E-Mail Address	FAC2526-09 June 30, 2026 Criselda Mendoza-Landa (843) 398-2272 Criselda.Mendozaland@darlington.k12.sc.us

DESCRIPTION: DCSD Bond Referendum - CM at Risk for Project A- New Hartsville High School, Project B – New Darlington Elementary School, Project C -Lamar Spaulding Middle School, and Project D – Other Capital Projects

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

SUBMIT OFFER BY**: August 3, 2026 by 11:00AM (EST)** **See "Deadline for Submission of Offer" provisionRFQ**

QUESTIONS MUST BE RECEIVED BY: **July 13, 2026 by 10:00AM (EST)** **See "Questions from Offerors" provision**

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original & Four (4) Hard Copies and One (1) USB containing a PDF of the ORIGINAL Proposal and a PDF REDACTED**

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

SUBMIT A SEALED OFFER TO:

Darlington County School District
Attention: Criselda Mendoza-Landa
120 East Smith Avenue
Darlington, SC 29532

See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A **DATE & TIME:**	**LOCATION:**

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above and on the website below on or before August 21, 2026. This solicitation, and any amendments will be posted at the following web address: https://www.dcsdschools.org/departments/business-office/procurement/solicitations The award for this solicitation will be posted at the following web address: https://www.dcsdschools.org/departments/business-office/procurement/solicitation-awards It is the responsibility of the offeror to check this website for amendments.

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

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

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.

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

COVER PAGE **(Return Cover Page with Your Offer)**

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

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

MINORITY PARTICIPATION

Are you a South Carolina Certified Minority Vendor? **Yes** _____ **No**_____

If yes, South Carolina Certification # _____ Please include a copy of your certification

Are you a Non South Carolina Certified Minority Vendor? **Yes** _____ **No**_____

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] NOT APPLICABLE WHEN USING AN RFP/RFQ

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

____ In-State Office Address same as Home Office Address

____ In-State Office Address same as Notice Address (check only one)

NOT APPLICABLE WHEN USING AN RFP/RFQ

End of Page Two

Solicitation Outline

I. SCOPE OF SOLICITATION
II. INSTRUCTIONS TO OFFERORS
  A. GENERAL INSTRUCTIONS
  B. SPECIAL INSTRUCTIONS
III. SCOPE OF WORK
  A. GENERAL INFORMATION
  B. PROJECT DESCRIPTION
IV. INFORMATION FOR OFFERORS TO SUBMIT
V. QUALIFICATIONS OF OFFEROR
VI. EVALUATION CRITERIA AND AWARD
  A. EVALUATION
  B. AWARD
VII. SPECIAL TERMS AND CONDITIONS
  A. GENERAL TERMS AND CONDITIONS
  B. SPECIAL TERMS AND CONDITIONS
VIII. ATTACHMENTS TO SOLICITATION
  A. OFFEROR'S CHECKLIST
  B. VENDOR APPLICATION FORM
  C. W-9
  D. MINORITY PARTICIPATION AFFIDAVIT
  E. CERTIFICATIONS AND ASSURANCES AGREEMENT

I. SCOPE OF SOLICITATION

It is the intention of Darlington County School District to select a single contractor to provide expertise to the District in Pre-Construction Phase Services and Construction Phase Services ("CM at Risk") for a New Hartsville High School (Project A), New Darlington Elementary School (Project B), New Lamar Spaulding Middle School (Project C) and Other Capital Projects (Project D). The high school and middle school will be new designs. The elementary school will utilize the same design as a school recently built by the district. This work shall be performed pursuant to an AIA form contract as modified by the District, with a guaranteed maximum price (GMP). Proposed future Capital projects are listed in Section III, Scope of Work.

The selected Contractor will serve as an integral member of the project team providing expertise during the Pre-Construction Phase. The Contractor's expertise should include, but not be limited to, knowledge of construction means and methods, knowledge of materials and placement methods, cost estimating/value engineering, skilled trade considerations, and significant successful experiences with state/local government entities as well as local subcontractors. The services related to Pre-Construction Phase activities will include, but are not limited to, cost estimating, development of a project scope, project scheduling, construction packaging and phasing, permitting/process planning and coordination of the subcontractor/vendor solicitation, sub-contractor pre-qualification, projection of construction cost and cash flow, and value engineering.

The Contractor and District will agree to an amendment of the contract in which the scope of construction services and a Guaranteed Maximum Price (GMP) for the Construction Phase of the project will be determined.

Maximum Contract Period – Estimated: September 15, 2026 – June 30, 2031. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. Contract is for one (1) initial year with the option to renew the engagement on an annual basis for up to four (4) one-year periods. Maximum contract period is five (5) years.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

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

1. **Amendment -** means a document issued to supplement the original solicitation document.
2. **Board -** means the Darlington County School District Board of Trustees.
3. **Buyer -** means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract -** means all types of Darlington County School District agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.
6. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes, which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
7. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
8. **Cooperative Purchasing -** means procurement conducted by, or on behalf of, more than (1) public procurement unit.
9. **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.
10. **Days** – means calendar days.
11. **District** - means Darlington County School District.
12. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
13. **Offeror** - means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”
14. **Page Two** – means the second page of the original solicitation, which is label Page Two.
15. **Procurement Official/Officer** - means the person, or designee, identified as such on the Cover Page.
16. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
17. **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
18. **Us or We** – means Darlington County School District.
19. **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.

20. You And Your - means Offeror

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. Any addendum issued by the District shall become a formal part of this Request for Qualifications. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: https://www.dcsdschools.org/departments/business-office/procurement/solicitations (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

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

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

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

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

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

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

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION 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 the 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 paragraphs (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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)

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

(i) Offeror and/or any of its Principals

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

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

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

CODE OF LAWS AVAILABLE The Darlington County School District Procurement Code is available by using the following link: https://www.dcsdschools.org/departments/business-office/procurement/procurement-policy-and-procedures

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

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Officer of Darlington County School District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Darlington County School District Office of Procurement as instructed on the Cover page prior to the bid opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, Darlington County School 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.

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

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

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

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

NOTICES All contact should be directed to Criselda Mendoza-Landa. No company should contact District staff directly. All questions should be directed in writing to Criselda Mendoza-Landa via Email at Criselda.mendozaland@darlington.k12.sc.us Answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's

processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

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

PROTESTS

(a) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the chief business official within fifteen (15) days of the date of issuance of the Invitation For Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Requests for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with the District Procurement Code.

(b) Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the chief business official in writing of its intent to protest within seven business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with the code. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the chief business official of its intent to protest, may protest to the chief business official within fifteen days of the date award or notification of intent to award, whichever is earlier, is posted and sent in accordance with the District Procurement Code; except that a matter that could have been raised pursuant to subitem (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

A protest must be in writing, submitted to Renee Douglas, Chief Financial Officer, 120 East Smith Avenue, Darlington, SC 29532 or emailed to Renee.douglas@darlington.k12.sc.us and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

The right to protest and remedies granted by the District Procurement Code are not available for contracts with an actual or potential value of up to fifty thousand dollars.

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

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. In competitive sealed proposals or requests for qualifications, neither the number of offerors, the identify of offerors, nor prices will be divulged at opening.

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Questions via telephone will not be accepted. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. (c) Offerors shall not contact any employee of the District for additional information relating to this solicitation. (d) Questions will be responded to in the form of an Amendment to the solicitation and posted to the District website at https://www.dcsdschools.org/departments/business-office/procurement/solicitations

All questions must be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time noted on the cover page.

Questions must be in writing and can be e-mailed, mailed or delivered to: Criselda Mendoza-Landa, Darlington County School District, Procurement Office, 120 East Smith Avenue, Darlington, SC 29532; E-mail: Criselda.mendozaland@darlington.k12.sc.us The solicitation number and name must be clearly noted on all correspondence.

The preferred method of receiving questions is via email with the subject "QUESTIONS (THE SOLICITATION NUMBER AND NAME)" and a Microsoft Word attachment using the following format:

Question Number	RFP/RFQ Section Reference	RFP/RFQ Page Number	Question

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

RESPONSIVENESS / IMPROPER OFFERS
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. 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 that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

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

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

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

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

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential, trade secret, or protected, the District may, in its sole discretion, determine it non-

responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) To facilitate the protection of confidential information, a USB containing a PDF version of the Original proposal and a Redacted copy must be submitted with the solicitation response.

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

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

B. SPECIAL INSTRUCTIONS

BID/PROPOSAL SUBMITTAL

The District shall receive all bids/proposals no later than the date and time specified on the cover page.

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

Faxed bids/proposals are not acceptable.

Required:
Clearly mark the outside of the sealed envelope, box, or package containing the bid and the FEDEX or UPS package with the solicitation # and solicitation description found on the cover page.

Hand delivery/Mail/ Courier service to:

Criselda Mendoza-Landa
Darlington County School District
Procurement Office
120 East Smith Avenue
Darlington, SC 29532

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Offeror's chosen means of proposal delivery. **Bidder failure to meet the proposal due date and time shall result in rejection of the bid.**

Darlington County School District shall not be responsible for any costs incurred by the Bidder/Offeror preparing, submitting or presenting its response to the solicitation.

Darlington County School District reserves the right to "revise" or "amend" the solicitation prior to the due date by "written addenda."

The District reserves the right to accept or reject any bid/proposal.

The entire solicitation, procurement, and any contractual relationships related to this RFQ are subject to the District's Procurement Code, including its dispute resolution and remedies limitations and procedures.

District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, proposer inquiry, or response to proposer, or any other correspondence by the U.S. Postal Service, electronic transmission, facsimile, or any other method. Proposal responses transmitted by fax or e-mail will not be considered. By submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about this solicitation, the District's Procurement Code, and all other District policies, and that the proposer generally has familiarized itself with the available current public information concerning the District.

PAYMENT AND PERFORMANCE BOND REQUIRED: Your offer must include a payment bond satisfactory to the District, executed by a surety company meeting the criteria set forth below, or otherwise secured in a manner satisfactory to the District, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to one hundred percent (100%) of the contract price.

The successful Proposer shall furnish within ten (10) days after award, a payment and performance bond in the full amount of the contract sum, 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) times 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 payment and performance bond. [07-7B155-1] Contractor shall provide and bear the burden of the cost of the payment and performance bond.

The contractor must provide a cashier's check (made payable to the Darlington County School District) in the full amount of the payment and performance bonds or may provide, and pay the cost of, payment and performance bonds in the form AIA Document A311 "PERFORMANCE BOND AND LABOR AND MATERIALS BOND".

BOARD APPROVAL REQUIRED Any award is subject to prior approval by the District Board.

CONTENTS OF OFFER (RFP/RFQ)**:**
(a) Offers should be complete and carefully worded and should convey all of the information requested to be considered responsive. If the response fails to conform to the essential requirements of this request, the District will be the sole judge as to whether that variance is significant enough to consider the request non-responsive and therefore eliminated from further consideration
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP/RFQ. 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.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER After award, all deliveries shall be made and all services provided to the location specified on the Darlington County School District purchase order or notice to proceed.

MAGNETIC MEDIA - REQUIRED MEDIA AND FORMAT In addition to your original offer, you must submit an electronic copy on a USB drive. The USB drive must be labeled with the solicitation number and the offeror's name. Your technical/business and cost proposals, if applicable, must be separate documents. Each electronic copy must be identical to the original hard copy. File format shall be compatible with Microsoft Office (Version 2019 or later) or Adobe Acrobat. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

MAIL PICKUP Mail is delivered by USPS.

OPENING PROPOSALS –INFORMATION NOT DIVULGED (RFP/RFQ) In competitive sealed proposals or requests for qualifications, neither the number of offerors, the identify of offerors, nor prices will be divulged at opening.

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

SCHEDULE OF ACTIVITIES Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All

information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

RFQ ESTIMATED TIME LINE	DATES
Issue Request for Proposal	June 30, 2026
Deadline for Questions	July 13, 2026 by 10:00AM (EST)
Anticipated Issue Responses to Questions	July 17, 2026 by 5:00PM (EST)
Deadline to Submit Response	August 3, 2026 by 11:00AM (EST)
Anticipated Date for Interviews/Presentations (If needed)	TBD -Week of August 10th-14th
Anticipated Date of Notice(s) of Intent to Award	On or before August 21, 2026

III. SCOPE OF WORK

A. GENERAL INFORMATION

1. ABOUT DARLINGTON COUNTY SCHOOL DISTRICT

Darlington County School District serves approximately 9,000 students in Darlington County. Located in northeastern South Carolina, the District is divided into three attendance zones (Darlington, Hartsville, and Lamar). Each zone serves a different geographic base of Darlington County. The District currently has a total of 20 schools which includes 10 elementary schools, 3 middle schools, 4 high schools, 1 Institute of Technology, 1 Alternative school, 1 Virtual Academy and Adult Education (4 locations). In addition to these schools, the District has multiple administrative and support facilities located throughout Darlington County.

The District strives to promote a high standard of excellence to create an atmosphere of partnership with the community to ignite in every student a passion for world-class knowledge and skills through dynamic instruction and personalized educational opportunities. An eight-member Board of Trustees dedicated to governing the District, and insure quality and equal education opportunities to all the citizens they serve.

2. PURPOSE

It is the intention of Darlington County School District to select a qualified contractor to provide expertise to the District in Pre-Construction Phase Services and Construction Phase Services ("CM at Risk") for a proposed CM at Risk for Project A - New Hartsville High School, Project B – New Darlington Elementary School, Project C -Lamar Spaulding Middle School, and Project D – Other Capital Projects. The high school and middle school will be new designs. The elementary school will utilize the same design as a school recently built by the district. This work shall be performed pursuant to an AIA form contract as modified by the District, with a guaranteed maximum price (GMP). Proposed future Capital projects are discussed in Section III, Scope of Work below.

The selected Contractor(s) will serve as an integral member of the project team providing expertise during the Pre-Construction Phase. The Contractor's expertise should include, but not be limited to, knowledge of construction means and methods, knowledge of materials and placement methods, cost estimating/value engineering, skilled trade considerations, and significant successful experiences with state/local government entities as well as local subcontractors. The services related to Pre-Construction Phase activities will include, but are not limited to, cost estimating, development of a project scope, project scheduling, construction packaging and phasing, permitting/process planning and coordination of the subcontractor/vendor solicitation, sub-contractor pre-qualification, projection of construction cost and cash flow, and value engineering.

The Contractor(s) and District will agree to an amendment of the contract in which the scope of construction services and a Guaranteed Maximum Price (GMP) for the Construction Phase of the project will be determined.

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

Firms interested in submitting their qualifications and proposal for consideration are encouraged to carefully review this document, and submit a response providing all of the requested information in the format requested.

This solicitation does not commit the District to award a contract for services or pay any costs incurred in the preparation of a proposal or any pre-contract expense. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this request for qualifications/proposals, without liability whatsoever, if it is in the best interest of the District to do so or if funding is not available.

The evaluation/selection committee shall rely upon all representations made by the offeror to the District, whether verbal or written, during the evaluation process. The District's reliance on the offeror's represented expertise with the types of services outlined in this document, and may be incorporated into any, and all, formal agreements between the parties that may result from this selection process.

Furthermore, the terms advisor, consultant, contractor, firm, offeror, or vendor may be used interchangeably throughout this document.

B. PROJECT SCOPE OF WORK AND MINIMUM SPECIFICATIONS

1. DESCRIPTION OF PROJECTS

Project A is a New Hartsville High School to be located at a future determined site. The school will house 1300 students and be approximately 250,000 sf. Project B is an Elementary School to be located on the existing site of Darlington Middle School and DCIT in Darlington. The school will house 650 students in grades K-4 – 5th grade and be approximately 102,000 square feet. Project C is to be a New Middle School located on the property of Lamar Spaulding Elementary School in Lamar. The owner's budget range for Project A, inclusive of all "soft costs" is presently between $129M and $144M, Project B $50M and $55M, Project C $27M – 31M. The District is seeking the voters' approval of a Referendum to complete these projects. There is a 2026 Facilities Proposal on the District website showing the projects (A,B&C) that are being proposed.

Project D includes Other Capital projects and future renovations /additions identified by the Board. The District has a 2024 Facilities Study located on the District website under the Administration & Operations department. Projects approved by the Board are typically identified in the study but other projects could be added.

2. DESCRIPTION OF SERVICES TO BE PROVIDED

The selected firm(s) shall perform Pre-Construction and Construction Phase Services as set forth in modified AIA Documents A-133 (2019) and A-201 (2017). The firm must have appropriate bonding and insurance capacity to be considered for selection. The selected firm shall provide services from the conceptual stage through planning, design, construction, occupation, and contract closeout. The scope of work consists of the following tasks:

Pre-Construction Services shall include but are not limited to the following:

a. Participate in program manager and design team meetings as required to facilitate the design process.
b. Evaluate the design during development; providing analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
c. Evaluate construction documents for constructability, maintainability, potential problems, errors and compliance with the construction budget.
d. Develop a construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stated cost limitation.
e. Provide cost estimating, cost management, value analysis, and value engineering.
f. Provide cost estimating of alternative means, methods, materials and configurations of the design.
g. Provide cost estimating of individual construction packages.
h. Develop a construction budget to be maintained throughout the design and construction to conform with the Guaranteed Maximum Price for the Project.
i. Guaranteed Maximum Price: At an appropriate point in the project and subject to contractual negotiations, the CM at-Risk shall issue to the District a guaranteed maximum price backed by a surety bond. The project(s) shall be constructed within this Guaranteed Maximum Price. To the extent professionally responsible, the firm will overlap the Design Development and Construction Phases when components are conducive to early construction starts, reflecting such in the project schedule.

Construction Phase Services shall include but are not limited to the following:

a. Develop requirements for safety, quality assurance, and schedule adherence.
b. Maintain on-site staff for construction management.
c. Maintain a system for tracking the timely submittal, review, and approval of submittals.
d. Coordinate, conduct, and document regular construction meetings.
e. Prepare and submit change order documentation for review and approval by the Architect, Program Manager, and the District.
f. Maintain on-site records and submit monthly progress reports to the Architect and the District.
g. Maintain quality control and ensure conformity to contract documents.
h. Reconcile construction contract requirements with the construction budget.
i. Assist the District with required permits and inspections.
j. Develop and maintain a detailed design and construction schedule indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
k. Provide site reports and summary monthly progress reports.

Miscellaneous:

- The selected Contractor(s) shall be required to hold a publicly advertised pre-bid meeting(s), covering all projects, prior to accepting bids to be used in preparation of the GMP.
- The selected Contractor(s) shall be required to obtain a minimum of 3 qualified, competitive bids for all work in excess of 5% of the total construction cost. Adequate price competition must exist for all components of the construction work awarded by a construction manager at-risk on the basis of competitive bids. The owner will require that all bids be compiled and presented prior to or at the establishment of the GMP.
- The contract with a construction manager at-risk cannot involve cost reimbursement.
- All construction management services provided by a construction manager at-risk must be paid as a fee based on either a fixed rate, fixed amount, or fixed formula.
- Construction may not commence until the bonding requirements have been satisfied. Subject to the foregoing, bonding may be provided, and construction may commence for a designated portion of the construction.
- In a construction management at-risk project, construction may not commence for any portion of the construction until after the District and the construction manager at risk contract for a fixed price or a GMP regarding that portion of the construction.
- The District shall have the right at any time, and for three years following final payment, to audit the construction manager at-risk to disallow and to recover costs not properly charged to the project. Any costs incurred above the GMP shall be paid for by the construction manager at-risk.
- A construction manager at-risk may not self-perform any construction work for which subcontractor bids are invited, unless no acceptable bids are received, or a subcontractor fails to perform. The contract with a construction manager at-risk requires the construction manager at-risk to invite bids for all major components of the construction work.
- The Owner reserves the right to pre-qualify and/or approve subcontractors.

IV. INFORMATION OFFERORS MUST SUBMIT

1. Offeror must submit a signed Cover Page (Page 1) and Page Two
2. Attachments B, C, D, and E.
3. The required number of copies to be submitted as specified on the Cover Page (Page 1). The USB **must** be labeled with the firm's name and solicitation # for identification purposes. The proposal shall speak for itself on behalf of the proposers. Proposers are discouraged from submitting supplementary materials or from making calls upon the District after the proposals have been submitted. Failure to comply with format requirements may cause the submittal to be removed from further consideration.
4. All bids/offers should be complete and should convey all of the information requested by the District. If significant errors are found in the Offeror's bid, or if the bid/offer fails to conform to the essential requirements of the IFB/RFP/RFQ, the District and the District alone, will be the judge as to whether the variance is significant enough to reject the bid/offer. Bids/Offers which included either modifications to any of the contractual requirements of the IFB/RFP/RFQ or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

REQUIRED PROPOSAL INFORMATION AND FORMAT SUBMITTAL

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.

Submission of proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by District during the determination of ranking order and award. The District reserves the right to select or reject any and all responses as a result of this Request for Proposal. The District is not liable for any costs incurred by any person or firm responding to this Request for Proposal.

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

1) Cover Letter

- Each proposal shall include a one-page cover letter at the beginning of the proposal. The cover letter shall provide a brief overview, and summarize the key strengths of the submitting firm.
- Offeror shall include the solicitation Cover Page (Page 1) and Page Two completed and signed.
- Offeror shall include Attachments B, C, D and E

2) Firm Overview & Proposed Management Team (35%)

A. Company Information

- History of company including key management.
- Location of corporate headquarters and other divisional offices.
- Location of office(s) which will be involved in this Project during both pre-construction and construction.
- Provide a current copy of State of South Carolina Contractors/Construction Manager's License. Appropriate business licenses will be required prior to project award.

B. Pre-Construction and Construction Project Team

- Provide resumes describing your anticipated Project Team, along with their individual and team experience in projects similar in nature to the proposed project. Identify current obligations and project assignments.
- Include an organizational chart identifying key individuals and their responsibilities.
- Specifically identify your assigned Project Manager and possible Superintendent for the Project. The proposed Project Manager must be present at the RFP interviews, and the selected firm must commit to maintain the same person as Project Manager for the entire duration of the Project.

3) **Relevant Construction Experience (35%)**

- Describe your previous experience in providing similar services. Provide a minimum of three (3) most similar projects your firm has completed, and include the following information, emphasizing your firm's CM-at-Risk experience on public projects and prior experience in educational planning, pre-construction and construction of K-12 public schools:
    1. Project name, location & description
    2. Original GMP compared to final cost
    3. Original schedule compared to actual completion time
    4. Reference for the project with name, address and phone number

For the past three years, provide the following information:

1. Identify ALL projects (name, location, completion date and contract amount)
2. Indicate any such project where Liquidated Damages were assessed against your firm for failure to achieve substantial completion within the Contract Time, and describe the circumstances of the same.

3. Identify any such project in which your firm made a Claim or Change Order Request for acceleration damages, and describe the circumstances of the same.
4. Identify any such project, or proposed project, in which your firm was terminated (whether for cause or for convenience) by the District, and describe the circumstances of the same.

4) **Proximity to Site (10%)**
- Identify the location of the managing home office and its proximity to Darlington County School District. Describe how your company would provide adequate supervision, oversight, and involvement from company executives/Districts.

5) **Approach to CM-at-Risk (10%)**
- Describe your general approach to the cost, schedule, quality control, and safety methods for this project as they relate to CM-at-Risk.
- Describe your firm's project management systems and how your firm intends to provide pre-construction and construction management services.
- It is the desire of the Darlington County School District that minority-owned business enterprises (MBE) and small business enterprises (SBE) have a fair and equal opportunity to participate in the project. The Contractor(s) shall demonstrate its program for providing opportunities for local subcontractors and suppliers to compete for contracts to provide goods, services and/or construction.

6) **Financial Information & Claims History (10%)**
- Provide a reviewed and/or audited financial statement, balance sheet and income statement for the firm, prepared by a certified public accountant. The financial statement must be within 6 months of year end, but in no case more than 18 months old.
- Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a Contractor. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of South Carolina. The certificate of insurance should be addressed to District and be dated within 30 days of the RFP due date**.**
- Describe all instances of project disputes, which, in the last five years, reached the level of:

  1. Formal mediation, arbitration, or litigation;
  2. Significant settlements with clients, contractors, or sub-contractors; or
  3. Current significant pending claims or suits.

  For each dispute, describe the parties involved, the nature of the dispute, and the amount of the dispute. Please provide this information for all such disputes arising out of the firm's projects, regardless of whether the firm was a party or witness in the dispute.

- Identify any occasion in the past five (5) years where any Surety was required to pay any claim against any Payment Bond furnished by the Proposer for any project.
- Identify any occasion in the past five (5) years where any Surety was required to render or secure performance due to any District under any Performance Bond furnished by the Proposer for any project.
- Identify any occasion in the past five (5) years where any Surety requested any District of a project in which the Proposer had furnished Performance and/or Payment Bonds to make any payment(s) by joint check to the Proposer and Surety.
- Provide a certificate showing your current Commercial General Liability (CGL) insurance policy and any other insurance policies that would be applicable to the Project.
- Provide your current bonding rate schedule.
- List all litigations, arbitrations, and mediations in which the firm has been involved in the past ten (10) years and indicate the disposition of each such claim, the name of the District, and the nature of the claim.

Failure to provide all items requested in this RFQ are grounds for disqualification.

Compensation:
Fees and any reimbursable costs of performance that will not be subsumed into the Cost of the Work of each GMP addendum will be negotiated with the apparent most advantageous proposer, after the Selection Committee has information relating to the proposer's ability to bring value to the Project through its services. If the District determines that reasonable fees cannot be agreed upon, the District may formally terminate the negotiations and proceed to open negotiations with the next highest-ranked proposer.

V. QUALIFICATIONS OF OFFEROR

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

QUALIFICATIONS - REQUIRED INFORMATION: 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) Three (3) references 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.
c) Must have a clear understanding of industry standards and best practices.
d) Offeror shall provide with their proposal copies of all appropriate certifications, licenses and permits, as well as evidence to support the documentation. Failure to provide this information may make your bid non-responsive.
e) 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.
f) Must have the capacity to acquire all bonds, escrows or insurance as outlined in the terms of this RFP.

Failure to provide all requested information will be reason for rejection of bid.

Failure to bid as specified will be reason for rejection of bid.

The District reserves the right to reject any and all proposals or any portion of said proposals, to waive minor technicalities, and to make any and all award decisions based on the best interests of the District.

VI. EVALUATION AND AWARD

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

A. EVALUATION OF OFFERS

1. RESPONSIVENESS: Upon receipt of all proposals, by the date and time specified in the RFP/RFQ, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee.

2. EVALUATION CRITERIA: Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Evaluation/Selection Committee. The proposals that meet the stated qualifications and submission

requirements shall be ranked utilizing the evaluation criteria stated below. Once an initial ranking of all proposals has been conducted, the District may elect to award to the top ranked offeror/firm or conduct interviews with the three highest ranked offers/firms. If the Evaluation/Selection Committee elects to interview the top ranked offers/firms, a list of offerors/firms selected for interview shall be sent to all offerors/firms that submitted a proposal.

Criteria	Points
Firm Overview & Proposed Management Team	35
Relevant Construction Experience	35
Proximity to Site	10
Approach to CM-at-Risk	10
Financial Information & Claims History	10
Total	100

3. INTERVIEWS: The District Evaluation/Selection Committee reserves the right to conduct interviews with the highest ranked Offeror(s) after the initial evaluation has been completed. The primary purpose of the interviews shall be to provide such further information as may be required by the District Evaluation/Selection Committee to fully acquaint itself with the relative qualifications of the short-listed firms with regard to the project(s) and the Owner's needs. Elaborate presentations are discouraged, the Owner's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Interviews will be conducted virtually. Any cost associated with the interview process shall be the responsibility of the Offeror.

4. NEGOTIATIONS: Offerors shall be ranked from highest to lowest total point scores. Negotiations shall commence with the offeror receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with an offeror or the District determines that no satisfactory contract can be negotiated.

B. AWARD

AWARD TO HIGHEST RANKED OFFEROR(S): Award shall be determined by the highest ranked, responsive, and responsible offeror(s) whose offer is determined to be the most advantageous to the District. Project A, B, C & D will be awarded to one or more Offeror(s). The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

VII. TERMS AND CONDITIONS

A. GENERAL

AFFIRMATIVE ACTION The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

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

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina,

except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Criselda Mendoza-Landa, Procurement Office, 120 East Smith Avenue, Darlington, South Carolina 29532.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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

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

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

INDEMNIFICATION Darlington County School District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

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

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

OFFEROR RESPONSIBILITY Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

OWNERSHIP OF MATERIAL Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

PAYMENT FOR GOODS & SERVICES Payment for goods & services received by the District shall be processed in accordance with Darlington County School District Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES The contractor will be required to assume sole responsibility for the complete effort as required by this IFB/RFP. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

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

SOUTH CAROLINA GOVERNING LAW CLAUSE The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Darlington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTING If any part of the work covered by this solicitation is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to award. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in the bid shall apply.

Default: In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

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

B. SPECIAL

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

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

CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department**. Darlington County School District shall be listed as Certificate Holder.**

The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:	
General Aggregate (per project)	$1,000,000
Products/Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$ 50,000
Medical Expense (Any one person)	$ 5,000
PROFESSIONAL LIABILITY	
Errors & Omissions	$2,000,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):	
Combined Single Limit	$1,000,000
WORKERS COMPENSATION: State Statutory	
Employees Liability-per accident	$100,000
Disease – Policy Limit	$500,000
Disease, Each Employee Limit	$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30-day notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Darlington County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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

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

DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total

contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

VIII. ATTACHMENTS TO SOLICITATION

A. Offeror's Checklist
B. Vendor Application
C. W-9
D. Minority Participation Affidavit
E. Certifications and Assurance Agreement

ATTACHMENT A

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES

Web site:

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

☐ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.

☐ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

☐ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

☐ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.

☐ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

☐ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE (PAGE 1) AND PAGE 2.

☐ MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.

☐ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

☐CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

☐ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING** INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

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

ATTACHMENT B

DARLINGTON COUNTY SCHOOL DISTRICT

VENDOR APPLICATION FORM

Procurement Office Use Only
Vendor ID # Initials

BUSINESS FULL LEGAL NAME & ADDRESS:

REMITTANCE ADDRESS (IF DIFFERENT):

PHONE: **FAX:** **PHONE:** **FAX:**
WATTS: **CELL:** **WATTS:** **CELL:**
➔ **WEBSITE ADDRESS:**

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER / PRESIDENT: **PHONE:** **FAX:**
➔ **EMAIL ADDRESS FOR OWNER / PRESIDENT:**
PARTNER 1: **PHONE:** **FAX:**
PARTNER 2: **PHONE:** **FAX:**
VICE-PRESIDENT: **PHONE:** **FAX:**
TREASURER: **PHONE:** **FAX:**
DISTRICT MANAGER: **PHONE:** **FAX:**
SALES REPRESENTATIVE: **PHONE:** **FAX:**
➔ **EMAIL ADDRESS FOR MAIN SALES CONTACT:**

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: (Check all that apply)

- ☐ **Individual**
- ☐ **Partnership** (not Inc.)
- ☐ **Small Business**
- ☐ **Construction** (not Inc.)
- ☐ **Medical Services**
- ☐ **Attorney**
- ☐ **Service Provider**
- ☐ **Sales & Service**
- ☐ **Research & Dev.**
- ☐ **Corporation** (Inc.)
- ☐ **Partnership** (LLP)
- ☐ **Manufacturer**
- ☐ **Construction** (Inc.)
- ☐ **Governmental**
- ☐ **Distributor / Dealer**
- ☐ **Wholesaler / Retailer**
- ☐ **Sales** (only)
- ☐ **Other**

Are you subject to IRS 1099 reporting for income tax purposes?
☐ **Yes** ☐ **No** ☐ **I don't know**

STATUS: ☐ **Minority Owned *** ☐ **Woman Owned ***
*** Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.**

INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

- ☐ Books & Similar Materials
- ☐ Computer Hdw / Software
- ☐ Construction (Specify Below)
  - ☐ Electrical
  - ☐ Masonry
  - ☐ Mechanical / HVAC
  - ☐ Painting
  - ☐ Plumbing
  - ☐ Roofing
  - ☐ Other (specify)
- ☐ Equipment
- ☐ Food Products
- ☐ Furniture
- ☐ Other (specify)
- ☐ Landscaping / Lawn Maint.
- ☐ Printing
- ☐ Rentals (specify)
- ☐ Repairs (specify)
- ☐ Services (specify)
- ☐ Supplies (specify)
- ☐
- ☐ Telecommunications
- ☐ Vehicles / Trucks

IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and $50 penalty. ** This serves as a substitute Federal W-9.**

For individuals, enter social security number (SSN):	
For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):	
For partnerships, corporations or others, enter FEIN:	
For verification of sales tax collection authority, enter State of SC Sales Tax License Number:	
For certified minority/disadvantaged businesses, enter State of SC Certification Number:	

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Darlington County School District.

Authorized Signatory **Print Name & Title** **Date Completed**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

ATTACHMENT D

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity? (Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

  _____
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

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

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

Note: *If more than one minority Contractor will be utilized in the*

ATTACHMENT E

CERTIFICATIONS AND ASSURANCES AGREEMENT

***Required**
A certifications and assurances agreement form must be completed as part of all quotes or proposals.

I/we make the following certifications and assurances as a required element of the proposal, or quote, to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1) I/we declare that all answers and statements made in the proposal are true and correct.

2) If applicable, the prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting completion. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3) The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Darlington County School District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4) In preparing this proposal, I/we have not been assisted by any current or former employee of Darlington County School District whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document. Exceptions not provided will deem a non-responsible bidder.

5) I/we understand that Darlington County School District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Darlington County School District and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

6) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other bidder, to any competitor nor to the awarding agency.

7) I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9) I/we grant Darlington County School District the right to contact references and other, who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this solicitation document.

10) I/we meet all licensing, insurance, accreditation and registration requirements necessary for the performance of this contract.

11) There have been no lawsuits or liens filed against my/our insurance or bonding agencies within the previous 5 years. If there have been lawsuits or liens filed against my/our insurance or bonding agencies, I/we have attached them to this form.

12) I/we are not submitting proposed Contract exceptions. If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Contractor submitting this proposal, my name below attests to the accuracy of the above statements. Further, I understand that an electronic signature is as binding as a written signature.

Your Name *Required _____

Your Signature *Required _____

Company Name *Required _____

Date - must be mm/dd/yyyy format*