DARLINGTON COUNTY SCHOOL DISTRICT	**Darlington County School District** **Request for Qualifications**	Solicitation Number Issue Date Procurement Officer Phone E-Mail Address	FAC2627-01 October 6, 2026 Criselda Mendoza-Landa (843) 398-2272 Criselda.mendozaland@darlington.k12.sc.us

DESCRIPTION: **District Energy Savings Performance Contract**

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

QUESTIONS MUST BE RECEIVED BY: **October 15, 2026 10:00 AM - EST** **See "Questions from Offerors" provision**
SUBMIT OFFER BY (Opening Date/Time): **October 23, 2026 11:00 AM – EST** **See "Deadline for Submission of Offer" provision**
NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and four (4) copies**

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

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL & MAILING ADDRESS:

Criselda Mendoza-Landa
Darlington County School District
Procurement Office
120 East Smith Avenue Darlington, SC 29532
See "Submitting Your Offer" provision

CONFERENCE TYPE: Site Visits Non-Mandatory – DATE & TIME: **By Appointment** **As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions**	LOCATION: Darlington County School District
AWARD & AMENDMENTS	Award will be posted at the physical address stated above. The award, this solicitation, and any amendments will be posted at the following web address: www.dcsdschools.org click "Departments" click "Business Office" click "Procurement" click "Solicitation Awards" click "2026-27 Solicitation Awards" within thirty (30) days following the bid opening date and time.
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) ☐ Sole Proprietorship ☐ Partnership ☐ Corporate entity (not tax-exempt) ☐ Tax exempt corporate entity ☐ Government entity (federal, state, or local) ☐ 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. **(See "Taxpayer Identification Number" provision)**	

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(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.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____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 SC Certified Minority Vendor – Yes □ No □
If yes, SC Certification # _____

Are you a Non-SC Certified Minority Vendor - Yes □ No □

End of PAGE TWO

I. SCOPE OF SOLICITATION

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

The Darlington County School District is accepting proposals from qualified firms for the provisioning of an Energy, Water or Wastewater Savings Performance Contract. Pursuant to SC Code: 48-52-670, the District is seeking qualifications from interested Energy Services Companies (ESCOs) capable of providing a comprehensive solution that will reduce energy and operational costs across all District Facilities.

The ESCO must be a firm that is licensed in the State of South Carolina, is an approved contractor by the State of South Carolina, holds a National Association of Energy Services Companies (NAESCO) certification and has demonstrated experience in the implementation of Energy Performance contracts.

In accordance with the Darlington County School District Procurement Regulations, the submittals will be reviewed and ranked by a selection committee. The selection committee will either select the most qualified ESCO or request oral interviews from a shortlist of candidates from the procurement process. If oral interviews are requested the top ranked ESCOs will be asked questions posed by the selection committee. It will be the sole responsibility of the selection committee to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFQ, client reference checks, and the oral responses received during the interview process, if interviews are deemed necessary.

Pre-bid Site Visits: Darlington County School District will arrange walk-through inspection tours of the facilities included in this RFQ upon request, prior to the submission of qualifications. To make site visit arrangements, please contact:

Name	Criselda Mendoza-Landa
Title	Procurement Specialist
Address	120 E. Smith Avenue, Darlington, SC 29532
Phone	843-398-2272
Email	criselda.mendozaland@darlington.k12.sc.us

Darlington County School District is requesting proposals from interested parties: **All bidders must submit one (1) original paper proposal along with four (4) paper copies to be used by the evaluation committee.**

All proposals must be submitted in a sealed package.

Questions regarding this RFQ shall be submitted in writing via email no later than the deadline stated on cover sheet (page 1). Questions received after this time may not be addressed, in the sole judgment and discretion of the District. Verbal inquiries will not be addressed at any time. Answers and/or clarifications will be posted on the District's solicitations web page as addenda.

Questions to:

ATTN: FAC2627-01 QUESTIONS
Criselda Mendoza-Landa Procurement Specialist
Darlington County School District
120 East Smith Avenue
Darlington, SC 29532
E-mail: criselda.mendozaland@darlington.k12.sc.us

All proposals must be in a sealed envelope or box, and have clearly marked on the exterior:

Sealed Proposal:
Energy Performance
FAC2627-01

The 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, or any other method. Proposal responses transmitted by fax will not be considered. All proposals must be received no later than date list on page (1), at which time the names of the proposers will be publicly read aloud. No further information will be provided at the opening. The official time is according to the clock located in the Board Room or alternate location at 120 East Smith Avenue, Darlington, South Carolina. Proposals received after this time shall be rejected. All proposers are invited to send representatives to the proposal opening.

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 and Darlington County in general.

The District shall have the right to request correction (s) to a submittal or request additional information. Failure by the submitting firm to correct any deficiency or provide requested information within forty-eight (48) hours, may result in the proposal being considered non-responsive and excluded from further consideration.

At any time throughout the solicitation process, Submitters shall not contact any member of the Board of Education or the Selection Committee regarding this RFQ. Failure to comply will result in immediate rejection of your submittal.

Postponements: The proposal opening shall be postponed if the District Procurement Office is closed for any of the following reasons:(1) Causes beyond the control of the District (e.g., fire, flood, weather conditions, etc.), or (2) Emergency or unanticipated events that interrupt normal District or Procurement operations. The postponed event (opening or conference) shall automatically be rescheduled to the next full District business day after the published date. A District business day starting after a delay is not a full District business day.

II. INSTRUCTIONS TO OFFERORS – A. General Instructions

DEFINITIONS: Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation.

1. **Amendment** – means a document issued to supplement the original solicitation document.
2. **Board** – means the Darlington County School District Board of Trustees.
3. **Building Operations Manager -** means the District's employee who will be designated the point of contact for this contract.
4. **Change Order** - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
5. **Contract** - See clause entitled "Contract Documents & Order of Precedence."
6. **Contract Modification** – means a written order signed by the procurement officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
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 (DCSD)
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 labeled Page Two.
15. **Procurement or Purchasing Office** – means the Darlington County School District Purchasing Department.
16. **Procurement Specialist / Procurement Officer** – means the person, or his successor, identified as such on the cover page. Procurement Officer means the Coordinator of Procurement.
17. **Solicitation** – means this document, including all its parts, attachments, and any amendments.
18. **Subcontractor** – means any person having a contract to perform work or render service(s) to contractor as a part of the contractor's agreement arising from this solicitation.
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. All actual and prospective offerors should monitor the following website for the issuance of amendments: https://www.dcsdschools.org/departments/business-office/procurement/solicitations/2026-27-solicitations. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on page two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Award Notification: Notice regarding any award or cancellation of award will be posted at the location specified on the cover page. The date and location of posting will be announced at opening. If the contract resulting from this solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all offerors responding to the solicitation. Should the contract resulting from this solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all offerors responding to the solicitation and any award will not be effective until the eleventh day after such notice is given.

Bid/Proposal as Offer to Contract: By submitting your bid or proposal, you are offering to enter into a contract with the district. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the cover page.

Bid Acceptance Period: In order to withdraw your offer after the minimum period specified on the cover page, you must notify the Procurement Officer 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.

Authority as Procurement Agent: The Procurement Officer is an employee of the district acting on behalf of the District pursuant to DCSD Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in any wat 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.

(a) 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. [02-2A032-1]

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), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the offeror's responsibility. Failure of the offeror to furnish additional information as requested by the Procurement Officer may render the offeror nonresponsive.

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

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

Code of Laws Available: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at https://www.scstatehouse.gov/code/statmast.php. The South Carolina Regulations are available at: https://www.scstatehouse.gov/coderegs/statmast.php.

Completion of Forms/Correction of Errors: 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).

Cooperative Purchasing (When Applicable)
The District's Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful Vendor and the other public procurement unit.

Deadline for Submission of Offer: Any offer received after the Procurement Officer of the district or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office 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, the district may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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

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

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

Ethics Act: By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information –Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids. Section 8-13-1150.

Protests: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of an intent to award or award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Financial (Procurement) Officer within the time provided. Darlington County School District 120 East Smith Avenue, Darlington, SC 29532.

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.

Questions from Offerors: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title

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

Rejection/Cancellation: The district may cancel this solicitation in whole or in part. The district may reject any or all bids in whole or in part (Article 5-1710 of the Darlington County School District's procurement code).

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 which fails to conform to the material requirements of the solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the solicitation may be rejected. If a fixed price is required, an offer will be rejected if the total possible cost to the 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 Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(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 and Prohibited Communications 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 the using district department or its employees, agents, or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any district department or its employees, agents, or officials prior to award.

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

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

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

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

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

II. INSTRUCTIONS TO OFFERORS – B. Special Instructions

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

Descriptive Literature - Labeling: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

Discussions with Offerors: After opening, the Procurement Officer may, in his/her sole discretion, initiate discussions with you to discuss your offer.

Discussions & Negotiations: Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the district may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible to being selected for award. If improper revisions are submitted, the district may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The district may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the district may elect to disregard the negotiations and accept your original proposal.

Clarification: Pursuant to Article 5-1520.8, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of 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.

Opening Proposals – Prices Not Divulged: In competitive sealed proposals, prices will not be divulged at opening.

Protest – Procurement Department Address: Any protest must be addressed to the Chief Financial (Procurement) Officer, Darlington County School District, and submitted in writing (a) by email to Renee.douglas@darlington.k12.sc.us, (b) by post or delivery to 120 E. Smith Avenue, Darlington, SC 29532

Unit Prices Required: Unit price to be shown for each item.

III. KEY EVENT DATES

1. Issuance of Request for Proposals…….…. October 6, 2026

2. *Deadline for receipt of questions regarding this RFQ……. October 15, 2026, 10:00AM

3. Deadline to submit RFQ/Bid Opening…….....…...……. October 23, 2026, 11:00AM

4. Tentative Award date …… TBD (within 30 days of submission date)

* The District has established a question submission deadline to ensure timely evaluation and award. Vendors are encouraged to review this RFQ in its entirety and submit all questions by the stated deadline. Questions received after this date may not be addressed.

*If additional information is required, requests must be submitted in writing and received no later than the date specified in Item 2. The text of the inquiry and the District's written response will be posted on the RFQ web page as an addenda.

*Note – The highest ranked offeror will be contacted to discuss contract terms. If an agreement cannot be made between that offeror and the District, the second highest ranked offeror will be invited to discuss contract terms.

All times and dates listed are local Darlington, South Carolina, times, and dates.

IV. SCOPE OF WORK / SPECIFICATIONS

A. INTRODUCTION

Darlington County School District will accept Offeror's Statement of Qualifications to develop an Energy Services Performance Contracting (ESPC) Proposal. Darlington County School District (hereinafter referred to as DCSD) seeks qualification proposals from interested and qualified Energy Services Companies (herein referred to as ESCOs) for the successful implementation of an Energy Services Performance Contract (herein referred to as ESPC) in accordance with SC Law, including the South Carolina Energy Efficiency Act, S.C. Code 48.52.10 et seq.

There are seventeen (17) existing buildings within the School District that have been identified as potential energy conservation measures to upgrade candidates.

A listing of these buildings is on page 31 of this document, and their energy usage will be available upon request at Darlington County School District, 120 East Smith Ave., Darlington SC 29532.

B. PROJECT SCOPE OF WORK / SYSTEMS AND SERVICE CAPABILITIES

The intent of this project is to provide the District with the means to realize maximum utility savings, operational savings, and operations improvements without the requirement of capital funds or to reduce the amount of capital funds for planned energy, water systems, and wastewater systems upgrades. The Offeror selected through the RFQ processes must have the demonstrated technical and managerial capabilities to address a broad range of building energy systems and provide a comprehensive set of energy services. Energy systems include, but are not limited to, heating, ventilation and air conditioning systems, lighting, windows, insulation and energy management controls, life safety measures that provide long-term, operating cost reductions, building operation programs that reduce operating costs, other energy conservation related improvements, including improvements or equipment related to renewable energy, water and other natural resources conservation, including accuracy and measurement of water distribution and/or consumption, and other equipment, services and improvements providing energy efficiency.

Energy services include, but are not limited to, an investment grade technical energy audit and report; the design, acquisition, installation, modification maintenance, commissioning, monitoring, and training in the operation of solutions installed in this project.

Any stipulated energy and/or non-energy cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the district. Additional services may include continuing O&M for all improvements and/or training of the district's staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification (M&V) services include appropriate measurement and reporting of the performance and savings from improvements.

C. PROPOSAL SUBMISSION REQUIREMENTS

Evaluation Methodology
Proposals will be evaluated using the weighted criteria outlined below. The accompanying evaluation rubric is provided to guide evaluators in assessing the quality, depth, and alignment of each proposal within each category. Rubric descriptors support consistent scoring and do not replace the weighted point system. Final scores will be determined based on the weighted evaluation criteria

EVALUATION CRITERIA

Evaluation Category	Points Available
A. Qualifications and ESCO Experience	**20**
B. Relevant Project Experience & References	**20**
C. Technical Expertise & Approach	**20**
D. Project Team & Management	**15**
E. Financial Capability & Performance Guarantee	**15**
F. Understanding of District Needs & Overall Approach	**10**
TOTAL	**100**

Proposer Responsibility
Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this RFQ. The omission of a proposer to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such proposer of any obligation with respect to the proposal or to any contract resulting from this solicitation.

Proposal Constitutes Offer
By submitting a proposal, the proposer agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFQ and any other contractual instrument shall be governed by the terms and conditions of this RFQ, except where subsequent amendments to any contract resulting from this RFQ award are specifically agreed to in writing by the parties to supersede any such provisions of this RFQ.

Questions
Every effort has been made to ensure that all information needed by the proposer is included herein. If a proposer finds that he cannot complete a proposal without additional information, he may submit written questions to the person designated herein on or before the deadline set forth in the schedule of "Key Event Dates." All replies to questions will be in writing. When a question received by the District is found to be already sufficiently answered in RFQ, that question will be returned to the proposer with a reference to the part of the RFQ containing the answer. All questions and written replies will be distributed to all proposers and will be regarded as a part hereof.

Experience and Reference Checks
The District reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

Proposals Signed
The proposal must be signed in black or blue ink by a person duly authorized to legally bind the offeror to provide the service in accordance with the specifications contained in this Request for Proposal (RFP). All proposals must be signed by a representative of the company authorized to commit to the provisions of this proposal. Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature, provided that the discovery is made prior to the recording of the offeror's proposal.

V. TERMS AND CONDITIONS

Termination by District
Any contract formed hereunder will provide that, in the event that the contract is terminated or canceled upon request and for the convenience of the District, then the District shall negotiate reasonable termination costs strictly necessary for disengagement and winding up the contract, but shall not be liable for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution.

Governing Law
Any contract formed hereunder will provide that the proposer must comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to do business in said State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or the Federal District Court for the District of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

Approval of Publicity Releases
Any contract formed hereunder will provide that the proposer shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The proposer agrees not to publish or cite in any form any comments or quotes from District staff. Proposer further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

Competition in Procurement
It is the intent and purpose of the District to promote and permit competition. It shall be each proposer's responsibility to advise the District if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits fair competition among qualified potential proposers. Such notification must be submitted in writing, and must be received by the District within fifteen (15) days of the date of issuance of the RFQ.

Non-Commitment by Solicitation
This solicitation does not commit the District to award a contract, to pay any costs incurred in preparation of the proposal, or to procure any goods or services. The District reserves the right to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers, and to cancel in part or in entirety this solicitation if it is in the best interest of the district. Further, the District reserves the right to waive any informalities or technicalities in order to serve the best interest of the District.

Procurement Code Governs; No "Non-Joinder" Clauses
The Darlington County School District's Procurement Code and Regulations govern and supersede any and all documents, proposals, and policies, whether stated or implied. Specifically and not by way of limitation, any mandatory arbitration clause in any document is superseded by the dispute resolution procedures of the Darlington County School District's Procurement Code and Regulations, and every District contract awarded pursuant to this solicitation shall be deemed to provide for the deletion of any type of "non-joinder" clause appearing in the standard language of any AIA contract form.

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.

Confidentiality
Proposers must clearly mark as "Confidential" each part of their responses which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom Of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The District reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination in this regard.

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

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

Disputes: (a) Choice-of-Forum. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Chief Financial (Procurement) Officer in accordance with the district's procurement code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the Government regarding the agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United 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. (b) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on contractor by certified mail (return receipt requested) addressed to contractor at the address provided as the notice address on page two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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

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.

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

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

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

Changes:

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

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

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services.
Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the district promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the district is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

Default:
(a)(1) The district may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The district's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

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

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

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

(e) If this contract is terminated for default, the district may require the contractor to transfer title and deliver to the district, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the contractor shall also protect and preserve property in its possession in which the district has an interest.

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

(g) If, after termination, it is determined that the contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the district, be the same as if the termination had been issued for the convenience of the district. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the district, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

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

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

Price Adjustments;Pricing Data; Audit Prices shall not be increased during the initial Contract term. Upon approval of the Procurement Officer, prices may be adjusted for a renewal term. Any request for a price increase must be submitted at least ninety (90) days prior to expiration of the applicable term and must include sufficient documentation to justify the increase. Any approved increase shall be effective only for the subsequent renewal term and shall be executed by change order.

Any approved price adjustment shall be based on the most reasonable approximation of the actual cost to the Contractor and may be determined by: (a) an agreed fixed price adjustment; (b) unit prices stated in or agreed to under the Contract; (c) actual costs attributable to the event giving rise to the adjustment, including profit if otherwise allowed; (d) another method mutually agreed upon by the parties; or (e) in the absence of agreement, a written determination by the Procurement Officer in accordance with generally accepted accounting principles and the District's Procurement Code.

For renewal-term price increases, the Procurement Officer may approve an increase up to, but not exceeding, the unadjusted percentage change for the most recent twelve (12) months available in the Consumer Price Index for All Urban Consumers (CPI-U), "Other Goods & Services," as determined by the Procurement Officer. The Bureau of Labor Statistics publishes this information at www.bls.gov.

Upon request, the Contractor shall provide reasonable factual information and cost or pricing data to substantiate any proposed price or price adjustment. For contracts or modifications subject to Articles 5-1530, 5-1560, or 5-1830 of the District's Procurement Code, the Contractor shall provide such data and certifications as required by those provisions, including, when applicable, a Certificate of Current Cost or Pricing Data.

The Contractor shall maintain records supporting cost or pricing data for three (3) years after final payment, or longer if required by the Chief Financial (Procurement) Officer and shall permit the District to audit such records and inspect relevant portions of the Contractor's business at reasonable times. The Contractor shall include these requirements in applicable subcontracts. Nothing in this provision limits any other rights of the District under the Contract or its Procurement Code.

Term of Contract – Effective Date/Initial Contract Period: **The effective date of this contract is the first day of the maximum contract period as specified on the final statement of award**.

Term of Contract – Option to Renew: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the district elects not to renew the contract at least sixty (60) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

Term of Contract – Termination by Contractor: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least (180) one hundred eighty days prior to the expiration of the then current term.

VI. INFORMATION / INSTRUCTIONS

The selection committee will evaluate and rank Offerors based on the information submitted in their SOQs, provided, however, the selection committee may consider public information about an Offeror discovered independently. The selection committee will not consider any information provided by Offeror beyond that, which is responsive to this RFQ. However, Offerors must supply the information required by this RFQ and explain their responses with sufficient detail to allow a thorough evaluation.

A. INFORMATION TO BE SUBMITTED:
Offeror shall submit the information found below, in their SOQ:

Attachments – to aid companies in their responses

Attachment A: Contract Terms and Conditions
Attachment B: ESCO Profile Form

ATTACHMENT A
CONTRACT TERMS AND CONDITIONS

The minimum conditions DCSD will accept from the selected ESCO are described below. This section defines the scope of services related to the technical requirements that will be included in any final contract. It also defines the key contractual provisions.

1. Scope of Services (Technical Requirements)
The Scope of Services must be included in any performance contract the Customer enters into, and must include the following items at a minimum:

a. **DCSD is interested in more than HVAC equipment**. We are interested in state-of-the-art equipment high in HEPA filtration with maximum air flow and filtration.

b. **Investment Grade Technical Energy Audit and Report**. The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the DCSD. If DCSD decides not to enter into a contract after the audit report has been accepted, DCSD agrees to pay the cost of the audit as stated in the submitted response to this RFQ, provided that all contract terms and conditions of the audit have been met by the ESCO.

c. **Standards of Comfort.** Specific standards of comfort, safety and functionality will not be degraded from the existing condition and/or shall meet minimum established industry standards. The ESCO will be responsible for maintaining the levels of comfort for each building as specified in the Technical Facility Profile or in any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.

d. **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract.

e. **Guaranteed Savings.** DCSD requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing DCSD the amount of necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.

f. **Construction Management.** The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the DCSD to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.

h. **Equipment Standardization.** All equipment installed that is comparable to similar equipment at other sites operated by the DCSD shall be of the same manufacturer for standardization of equipment DCSD wide, unless otherwise accepted by the DCSD.

i. **As-Built Drawings**. Where applicable, ESCO must provide by mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with the DCSD) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completion of installation.

j. **Structured Asset Register.** DCSD wants to leverage the data gathered to create an Asset Lifecycle Management system to track infrastructure assets, ensure that equipment is maintained and upgraded as needed and assist in the budgeting process for future capital needs.

2. Contractual Provisions

Key elements that must be provided for in any performance contract that DCSD enters into will, at a minimum, include the following:

a. **Written Submissions**. The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between DCSD and the contractor.

b. **Meeting Project Schedule**. The ESCO must provide a final schedule of project milestones including equipment-servicing and preventive maintenance provisions that will become part of any final contract. ESCO is responsible for meeting schedule deadlines. In the event any milestone or service provision is not met as scheduled without prior approval from the DCSD, and reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

c. **Inspection**. DCSD must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. DCSD shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of this agreement. This is covered below by the open book pricing requirement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three years after close-out. The DCSD retains the right to have its representative visit the site during the analysis and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors.

d. **Final Approval**. DCSD retains final approval over the scope of work and all end use conditions.

e. **Repayment of Project Financing.** The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by DCSD that the project is fully installed and functioning.

f. **Compliance.** All work completed under this contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations such as building codes and appropriate accreditation, certification, and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all DCSD regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations, and for payment of any and all state and city required taxes and fees which result from contract. The contract must comply with the statutory provisions of §48-52-670 of the South Carolina Code.

g. **Handling of Hazardous Materials.** All work completed under this contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all reasonable DCSD rules relative to the premises. In the event the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. The State may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.

h. **Methodology to Adjust for Changes.** The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

i. Hiring and Wage Requirements. The ESCO will comply with all requirements for the payment of prevailing wages, and for minority and women-owned business enterprises.

j. **Subcontractor Approval.** DCSD retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.

k. **Bonding Requirements.** The ESCO will provide to the DCSD assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.

l. **ESCO Insurance.** Prior to the commencement of work, the ESCO must provide evidence of the required levels of insurance for both the construction and operations phases of the project.

m. **Guaranteed Cost Savings**. Improvements and services must result in guaranteed a minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. A guarantee is required to equal the calculated savings attributable to all energy and operating saving measures during the contract period, in accordance with §48-52-670 of the South Carolina Code, as amended. The combined savings achieved by the installed projects must be sufficient to cover all project costs including debt service and contractor fees maintenance, monitoring, and other services, for the duration of the contract term. At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by DCSD, and will not be allocated to shortfalls in other years or credited to future annual savings guarantees.

n. **Applicability of O&M savings**. Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by DCSD.

o. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.

p. **Contract Term**. No contract shall exceed 20 years in duration and is subject to annual appropriations.

q. **Post-Contract Preventive Maintenance Schedule**. Upon completion of the contract, the ESCO shall provide to DCSD a single comprehensive schedule of necessary preventive maintenance for all installations.

r. **No Funds Disclaimer Clause.** No funds disclaimer clause as provided for in Section 11-35-2030 is required in these contracts.

ATTACHMENT B
ESCO PROFILE FORM AND ESCO QUALIFICATIONS AND APPROACH TO PROJECT

WRITTEN SUBMITTAL INFORMATION

The responses to this Request for Qualifications will consist of five (5) specific information subject areas and an Appendix which must be completed and returned in the order indicated below with each section divided and tabbed with the appropriate section title.

A. Organization, Qualifications and Experience
B. Financial Strength
C. References and Track Record
D. Project Management
E. Technical Approach

Appendix
A-1 Sample Investment Grade Audit
A-2 Sample Commissioning Plan
A-3 Sample Energy Services Agreement (Performance Contracting Agreement)
A-4 Sample Customer Savings Report
A-5 Sample Measurement and Verification Plan

Any additional information not specifically requested in this RFQ must be put in a separate Appendix at the end of the response. Responses must be paginated and must include a table of contents.

- Failure to complete any question in whole or in part, or any deliberate attempt by the respondent to mislead the Customer, may be used as grounds to find the proposing ESCO ineligible.
- All submissions become the property of Customer and will not be returned to the ESCO.
- All costs associated with submission preparation will be borne by the submitting ESCO

A. ORGANIZATION, QUALIFICATIONS AND EXPERIENCE

1. General Firm Information

FIRM'S NAME:
MAILING ADDRESS:
PHYSICAL ADDRESS:
CITY: STATE: ZIP:
COUNTY:
PHONE:
E-MAIL:
WEBSITE:

Names, Titles, and Phone Number of two principal contact persons:

NAME	TITLE	PHONE

2. **Minimum 3-year summary** of contract values for energy performance contracts implemented and currently under contract with your firm

2022: $_____ 2024: $_____
2023: $_____ 2025: $_____

Indicate the number of all energy performance contracting projects implemented by and currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project.

Estimate of total value for all energy performance contracts that are currently in repayment and under contract with your firm: $_____ (total value) as of _____ date.

3. Certifications, Awards and Credentials

a. Provide proof of membership by the Department of Energy and National Association of Energy Service Companies (NAESCO) accreditation.

b. List of pertinent certifications, awards, and credentials.

4. Corporate background/historical data

a. How many years has your firm been in business under its present business name?
Years_____

b. Indicate all other names by which your organization has been known and the length of time known by each name.

_____

c. How many years has your firm been involved in energy-related business?
Years_____

d. Please identify all states in which your firm is legally qualified to do business.

_____

e. Discuss your firm's local business footprint (years in business, number of employees, etc.)

_____

5. Personnel Information

a. Provide a graphical representation (organizational chart) of the participants listed in the ESCO's proposal and their responsibilities in the program. The chart is to be used to show the company and personnel responsible for each phase of the project, lines of authority, and relationships between prime contractor and subcontractors.

b. Please identify your firm's legal counsel for this project.

_____

B. FINANCIAL STRENGTH

6. Demonstrate Financial Soundness of ESCO

a. Please describe the financial strength of your company as it relates to its ability to deliver performance for a period of 15-20 years. Does firm hold the guarantee or is a 3rd party utilized?

b. Please provide proof of insurance with coverage and limits in place at the time of this RFQ.

c. Please certify that your firm is not currently under suspension or debarment by the State of South Carolina, any other state, or the federal government.

7. Demonstrate Reasonable Pricing Policies

a. Please describe the specific services your firm will be paid for over the contract term. Describe the method by which you will be paid for those services and how often payments will be made.
b. Describe your firm's overhead and profit pricing policies for these types of projects.
c. Discuss your firms approach to change orders.

C. REFERENCES AND TRACK RECORD

8. Project History

Using the following forms, list at least (5) five energy performance contracting projects currently under contract with your firm, (3) three of which are in repayment with at least two full years' worth of saving data. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Projects with installed costs of less than $500,000.00 or single technology projects (e.g., lighting only, controls only, etc.) or performed by other ESCOs will not be considered. Attach additional sheets, as necessary. Please put an asterisk by those project references involving buildings similar to the building(s) described in the technical appendices. All information is required.

Project History	
Project Name and Location	
Type of Facility(s)	
Project Dollar Amount (installed project costs)	
Primary scope items Installed	
Construction Start and End Date	
Contract Start & End Dates	
Dollar Value of Annual Projected Savings	

Break-out the type and amount of any non-energy savings included in the project (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification and percentage of guarantee associated with each M&V protocol	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s)	
Provide current and accurate phone and email information of the owner(s)' representatives with whom your firm did business on this project.	

9. Project Track Record

a. Please provide a complete list of projects that in the last 15 years have experienced a savings shortfall, include the amount of the shortfall and method in which it was remedied under your firm's savings guarantee.

b. Please provide an acknowledgment letter signed by an officer of the respondent company affirming the statements in this section (9. Project Track Record) are true and correct. (Please include title of company officer). Failure to provide accurate and complete information as requested is grounds for disqualification.

D. PROJECT MANAGEMENT

10. **Project Alignment**
a. Using no more than one typed page, describe why your firm is the best partner for DCSD. How does your approach align and advance the mission, vision, and goals of this organization?

11. Project Understanding
a. Describe respondent's approach to project management, including: coordination with subcontractors, division of responsibility among project staff, and interaction with DCSD representatives. Include a sample of any contracts and/or agreements between the respondent and subcontractor(s) that would be used in this project in an appendix.

12. Training Provisions
a. Outline any training proposed as part of the project, including the subject, duration, and location of training. Respondent should also describe the relationship with the organization providing training, if not provided by the prime contractor.

b. Give specific, verifiable examples of how Offeror trained operating and maintenance personnel with similar responsibilities as customer personnel.

13. Equipment and Maintenance Services
a. Specify how existing equipment will be incorporated, removed, surplused, etc.

b. Please address how you would approach the role of the DCSD's personnel in performing maintenance on existing and new equipment.

c. Please discuss the relationship of maintenance services to the savings guarantee, any required length of the maintenance agreement and what impact termination of maintenance, prior to the end of the contract term, would have on the savings guarantee.

d. Does your company (parent company) manufacture equipment? What is your approach to installing equipment/products from another manufacturer? Does your company have stated

goals to use your equipment or products in ESPC projects?

e. Describe what guidelines are established to identify when new or upgraded equipment will be installed post implementation period.

f. Describe any warranties on equipment, systems, and materials. What factors are necessary to keep warranties valid? Provide samples of warranties and assignments of warranties if used.

g. Describe the types of contract maintenance and/or repair services Offeror could provide. Comment on whether DCSD's staff can perform some or all of these duties if desired.

14. **Value Added Services**
a. Describe any additional benefits that may result from implementation of the comprehensive energy program and the respondent's added value elements in providing products/services for energy projects: including, but not limited to, jobs creation, potential greenhouse emissions reductions, and student engagement opportunities.

15. **Investment Grade Energy Audit**
a. Please give a general description of your Investment Grade Audit Process.

b. Please provide a sample Investment Grade Audit Report.

16. **Construction Planning**
a. Please describe your firm's proposed approach to scheduling and completion of work required to implement a performance contract in the DCSD's facility(s).

b. Provide examples of situations where your firm has overcome challenges during construction.

c. Please describe your firm's approach to the selection of contractors and consultants.

17. **Project Commissioning**
a. Please describe your firm's approach to equipment commissioning.

b. Please provide a Sample Commissioning Plan from a completed performance contract implemented by your firm.

E. TECHNICAL APPROACH

18. Savings Guarantee Calculations
a. Please provide a copy of your firm's savings guarantee language and where to locate in your Energy Services Agreement. Please include a copy of your firm's Energy Services Agreement.

b. Please describe your processes and approach to post-installation support services, training and measurement and verification services.

c. Please describe DCSD's role in maintaining the guarantee. Describe the type and frequency of communication throughout the guarantee and recourse if the DCSD does not follow through on their responsibilities during the guarantee period. Provide examples of how your firm has handled changes to DCSD facilities or operations that would have an effect on the guarantee.

d. Please attach a Sample DCSD Savings Report from a completed energy performance-contracting project currently in repayment.

19. **Energy Baseline Calculation Methodology and Measurement and Verification Plan**
a. Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas, and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project.

b. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to factors such as weather, occupancy, facility use changes, etc.

c. Describe your firm's approach to utilizing stipulated savings. Indicate any operational cost savings opportunities and how such savings are to be identified, documented, and measured.

d. Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

e. What are the standards of service and comfort (temperature, airflow, light levels, etc.) you would typically use for system design?

Darlington County School District

School Name	School Address
Bay Road Elementary School	1251 Bay Road Hartsville, SC 29550
Black Creek Elementary School	2251 Leavensworth Road Darlington, SC 29540
Brockington Elementary School	413 Brockington Road Darlington, SC 29532
Carolina Elementary School	719 W. Carolina Avenue Hartsville, SC 29550
Darlington High School	525 Spring Street Darlington, SC 29532
Darlington Institute of Technology	160 Pinedale Road Darlington, SC 29532
Darlington Middle School	150 Pinedale Drive Darlington, SC 29532
District Administrative Office	120 E. Smith Ave Darlington, SC 29532
Hartsville Middle School	1427 Fourteenth Street Hartsville, SC 29550
JL Cain Elementary School	607 First Street Darlington, SC 29532
Lamar High School	216 North Darlington Ave Lamar, SC 29069
Lamar-Spaulding Elementary School	5232 US Hwy 401 Lamar, SC 29069
Mayo High School	405 Chestnut Street Darlington, SC 29532
North Hartsville Elementary School	110 School Drive Hartsville, SC 29550
St. Johns Elementary (for future use)	140 Park Street Darlington, SC 29532
Thornwell Elementary School	437 W. Carolina Avenue Hartsville, SC 29550
West Hartsville Elementary	214 Clyde Road Hartsville, SC 29550

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