



Rock Hill Schools

*Request for  
Proposals*

**Solicitation Number: 16-1725**

**Date Issued: October 14, 2016**

**Procurement Director: Nicole Hatch, CPPO**

**Phone: 803-981-1154**

**E-Mail Address: Nhatch@rhmail.org**

## Indefinite Delivery Contract for Commissioning Services

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

The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

**SUBMIT OFFER BY (Opening Date/Time): October 27, 2016 – no later than 4:00 p.m.**

**NUMBER OF COPIES TO BE SUBMITTED:** one (1) original, two (2) printed copies and one (1) digital copy

Offer must be submitted in a sealed package. Solicitation number and opening date must appear on package exterior.

### SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL ADDRESS:	MAILING ADDRESS
Rock Hill Schools 2171 West Main Street Rock Hill, SC 29732	Rock Hill Schools 2171 West Main Street Rock Hill, SC 29732 <small>See "Submitting Your Offeror" provision</small>

CONFERENCE TYPE: N/A		LOCATION:	
AMENDMENTS	Any amendments will be posted at the following web address: <a href="http://www.rock-hill.k12.sc.us/Page/3427">http://www.rock-hill.k12.sc.us/Page/3427</a>		
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 one hundred twenty (120) calendar days after the opening date.			
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b>  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____  <small>(See "Signing your Offer" provision)</small>	
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>			
TITLE <small>(Business title of person signing above)</small>			
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED		
<b>Instructions regarding Offeror's name:</b> 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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION		<small>(If offeror is a corporation, identify the State of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO.		<small>(See "Taxpayer Identification Number" provision)</small>	

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(Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code</td> <td style="width: 20%;">Number</td> <td style="width: 20%;">Extension</td> <td style="width: 45%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)								
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)								

**ACKNOWLEDGMENT OF AMENDMENTS**

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

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

**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 ☐



## **Request for Proposal Commissioning Services**

October 2016

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## Section 1 - Advertisement

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Rock Hill School District 3 of York County (RHSD3) is soliciting responses from Commissioning firms interested in providing MEP Commissioning services for upcoming RHSD3 projects. RHSD3 intends to contract with several Firms to provide commissioning services for RHSD3's 2015 Bond Projects. Each project is different and may require different levels of services. The Firm(s) will be hired under a Master Contract for services and a Task Order will be awarded for each specific project.

Documents may be downloaded beginning Monday, October 17, 2016 from the Rock Hill Schools website at:  
<http://www.rock-hill.k12.sc.us/Page/3427>

Responses are due to RHSD3 no later than 4:00 PM on Thursday, October 27, 2016. Responses should be delivered or mailed to Rock Hill Schools, Facilities Services, 2171 West Main Street, Rock Hill, SC 29732, Attention: Nicole Hatch/Bill Klein. Any responses received after this date and time will be returned unopened.

RHSD3 reserves the right to select, re-advertise and/or reject any response for any reason. RHSD3 shall not accept responsibility for unidentified proposals.

For further information email Nichole Hatch at [nhatch@rhmail.org](mailto:nhatch@rhmail.org).

## Section 2 – Introduction and Overview

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RHSD3 is soliciting responses from qualified Commissioning firms interested in providing MEP Commissioning services for upcoming RHSD3 construction projects. The RHSD3 Commissioning Process is described in Exhibit A.

## Section 3 – General Information

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The procurement of the Commissioning contract will be based on the RFP and the Proposer's response. A selection committee will review and evaluate the RFP responses and may select firms to be interviewed.

### Addenda and Supplements to RFP

If a Proposer who is contemplating submitting a response is in doubt as to the true meaning of any part of the RFP or other requirements, they may submit a written request for clarification to RHSD3's representative no later than (5) days prior to the RFP response deadline. Any clarification or revisions of the RFP will be made only by an addendum which will be posted on the Rock Hill Schools website (<http://www.rock-hill.k12.sc.us/Page/3427>) no later than two (2) days from the due date. It is the proposer's obligation to review the website for addenda.

The Proposer is required to acknowledge receipt of any/all addendum. Oral explanations will not be binding.

### Request for Explanation and Information

Email questions regarding the response process to the Director of Program Services and Procurement Director:

Bill Klein  
[bklein@rhmail.org](mailto:bklein@rhmail.org)

Director of Program Services  
Rock Hill Schools District 3

Nicole Hatch  
[nhatch@rhmail.org](mailto:nhatch@rhmail.org)

Procurement Director  
Rock Hill Schools District 3

RHSD3 has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the RFP process at any time prior to entering into a formal agreement. RHSD3 reserves the right to request additional information or clarification of information provided in the response without changing the terms of the RFP.

**South Carolina Law Clause**

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Proposer from requirements that it be authorized/licensed to do business in this state. By submission of this signed proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

**Right to Protest**

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Procurement. The protest shall be submitted in writing within ten (10) days of the date of issuance of the Request for Proposals, date of issuance of an amendment, or date of notification of an award is posted.

**Proprietary Information**

Contractors shall visibly mark as "CONFIDENTIAL" each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

**Awarding Policy**

RHSD3 reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever RHSD3 determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Proposers are encouraged to offer discounts for consideration of consolidated award. Furthermore, RHSD3, in determining the lowest responsible Proposers on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, RHSD3's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. RHSD3 reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Procurement shall award proposals in accordance with RHSD3's Procurement Code. Notice of Intent to Award or Notice of Award will be filed in RHSD3 Procurement Department.

**Statement of Compliance and Assurances**

By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

**Drug-Free Workplace**

This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

**Posting of Award**

Notice of Award or Notice of Intent to Award will be filed in the Procurement Department located at 660 N. Anderson Road, Rock Hill, SC, 29730, if the total value of the contract resulting from this solicitation is less than \$50,000.00. A "Notice of Intent to Award" shall be issued and posted on Rock Hill School's procurement website should the total value of any contract resulting from this solicitation be \$50,000.00 or greater.

**Illegal Immigration**

By signing your proposal, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to RHSD3 upon request any documentation required to establish either (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is

guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-contractors to comply with the applicable requirements of Title 8, Chapter 14.

## Section 4 – Submission Requirements

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Responses should be prepared and submitted as described in this section.

Proposers bear the responsibility of examining all parts of this RFP and furnishing the information required by this RFP. The Proposer shall prepare their response and provide three (3) hard copies and one digital copy of the response to RHSD3. All costs incurred in the preparation and submission of proposals shall be covered by the Proposer. All blank spaces on the Proposal Execution Page and all requirements outlined in the RFQ must be filled in and completed.

Submittals shall be made on 8.5” x 11” paper, side bound with Table of Contents and reference tabs for key sections. Response is limited to 25 pages single sided, excluding pages 1 and 2 of this RFP, the Proposal Execution Acknowledgement Form and Iran Divestment Act documents. All pages are to be consecutively numbered. Proposers shall submit proposals in a sealed envelope to Rock Hill Schools Facilities Services, 2171 West Main Street, Rock Hill, SC 29732, Attention: Nicole Hatch/Bill Klein. **The sealed envelope submitted by the Proposer shall carry the following information on the face of the envelope: Proposer’s name, address, RHSD3 Solicitation number and subject matter of response.**

Each Proposer must answer all questions and provide all requested information where applicable. If the answer to any questions is “none” or if the questions in not applicable, please state in writing. Any Proposer failing to do so may be deemed to be non-responsive with respect to this qualification at the sole discretion of RHSD3.

All pricing shall remain in force for not less than 120 days from receipt of proposal.

A selection committee will make reasonable investigations as deemed proper to determine the ability of each proposer to perform the work. The Proposer shall be responsible to furnish all information and data requested by the RFP. RHSD3 reserves the right to reject any proposal if the information submitted by the Proposer or investigations of the Proposer fail to satisfy RHSD3 that the Proposer is qualified.

Where proposals are sent by mail, the Proposer shall be responsible for delivery before the advertised date and hour for the receipt of the proposals. If the mail is delayed beyond the date and hour set for the response receipt, submittals thus delayed will not be considered and will be returned unopened. RHSD3 shall not accept oral or faxed or electronically delivered proposals. Submittals must include, at minimum, the following:

1. RHSD3 Request for Proposal Solicitation #16-1725 **pages 1 and 2** completely filled out.
2. **Executive Summary** limited to one (1) page including the name of the Proposer, location of Proposer’s principal place of business, a brief narrative description including the age of the business, type of business organization and services offered. Summary should describe the Proposer’s approach to providing MEP Commissioning services for a project(s) as described in the Introduction and identify the Proposer’s strengths and any special qualifications your firm may possess related to the project described.
3. **Insurance Requirements** – Proposers must show proof of insurance coverage meeting the requirements identified in Section 5. Submit a copy of insurance certificate(s).
4. Completed response to **Section 6** – Qualifications/Proposer Information including **Exhibit B** and **Exhibit C**
5. Completed **Section 8 – Proposal Execution Acknowledgement Form**
6. Completed **Section 9 – Iran Divestment Act of 2014** with signature

### Communication with Prospective Proposers

All communication concerning this RFP must be in writing to the Procurement Department. Email is the preferred method of communication. Oral explanation or instructions provided prior to the award of a contract shall not be binding.

From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with District employees and/or contracted agents related to this RFP for any reason except as authorized by the Procurement Department. Violation of this provision may result in rejection of the Proposer's response.

It is the Proposer's responsibility to check RHSD3's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

#### **Withdrawal of Proposals**

Any Proposer may withdraw his proposal prior to the closing time scheduled for the receipt of proposals. All requests to withdraw proposals must be submitted in writing and must document the fact that the acceptance of the proposal will cause the Proposer substantial loss.

## **Section 5 – Insurance Requirements**

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The Proposer shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Proposer or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful Proposer shall provide a certificate of insurance within ten (10) days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

#### **WORKERS' COMPENSATION**

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

#### **COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$ 5,000	Medical Payments

#### **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
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#### **UMBRELLA LIABILITY INSURANCE**

\$2,000,000	Each Occurrence
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#### **PROFESSIONAL LIABILITY INSURANCE**

\$ 500,000	Minimum Limit
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## Section 6 – Qualifications / Proposer Information

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- A. **Submittal Requirements** – Organize your responses to questions below in the same order and numbering given, restating the question first, followed by your responses.
1. **Company history, size and background**
    - a. Provide name and brief history of the firm.
    - b. Provide current organizational structure information, date of company formation and the number of years providing commissioning services.
    - c. Provide the total number of staff directly employed by the entire firm regularly engaged in Commissioning work including the number of registered professional engineers.
    - d. Indicate the address, phone number and email address of the office that will be performing the work.
    - e. Indicate the staff/office that will directly participate in this RHSD3 work including the number of registered professional engineers licensed and registered with the South Carolina state board. Provide an organizational chart that represents this staffing and their relationship to the organizational management structure.
    - f. Provide the name, position, professional background and years with the organization for any Company principals intended to be used on the proposed RHSD3 work.
    - g. List all licenses and certifications carried by the firm and certifying representatives if individual.
    - h. Provide your annual revenue related to commissioning work over the last five (5) years (2012-2016) including the number of projects per year.
  2. **Financial Information** – RHSD3 reserves the right request financial data. If requested provide a copy of audited financial statements for the three (3) previous fiscal years and the last quarterly report. Statements must include auditor's letter of opinion, auditor's noted balance sheet, and statement of income/loss.
  3. **Provide information on three(3) K-12 or University level education facility projects in South Carolina that your firm has provided complete commissioning services on during the past five years. Information should include:**
    - a. Name and address of project
    - b. Names of commissioning staff involved in the project
    - c. Name, Address and phone number for Owner's Representative
    - d. Type and size of project
    - e. Services performed
  4. **Provide a list of other commissioning projects your firm has done for other school districts and government agencies throughout North and South Carolina. Indicate the scope of services provided. Describe your current and projected workload including time frame for completion.**
  5. **Provide experience and background information on key individuals proposed for the project. Name five (5) K-12 or University level education facility projects completed by your proposed key project individuals in the last 5 years. Describe their role in these projects.**
  6. **Client References** – Provide a minimum of four (4) client references. Two (2) of the client references should be from Owners similar in function to RHSD3. Information should include contact name, address, phone number, email and description of services provided.
  7. **Describe your firm's internal Quality Assurance Program, organizational approach to carrying out the work and any technologies used.**
  8. **Describe your firm's experience on projects where the owner has utilized the Design-Build and Single Prime Contract delivery methods.**
  9. **Describe previous litigation, mediation or arbitration pertaining to your firm's services in which your firm has been involved in the past five (5) years.**
  10. **Indicate any project(s) where you firm has been terminated and the reasons for termination.**



11. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit, found guilty in criminal action for making any false claim or material misrepresentation to any public agency or entity, or been convicted of a crime involving any federal, state or local law?

If YES, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
13. Respondents shall comply with RHSD3's Minority Business policy by making a good faith effort to utilize minority owned firms in the professional service contract. Describe how your firm will address the objectives of RHSD3's Minority Business policy.
14. Provide a budget to provide the services outlined on **Exhibit B** for a new elementary school of 75,000 sf with a construction budget of \$16 million and an 18 month construction schedule. Utilize **Exhibit C** for the budget estimate.
15. Provide a Personnel Rate Schedule listing hourly rates for personnel proposed for commissioning services with RHSD3.

#### **B. Evaluation Criteria**

RHSD3 intends to select the Firm(s)/Contractor(s) that best fulfills the requirements and provides the best value to RHSD3. The Proposals will be evaluated based on the following criteria, which are not necessarily in order of ranking or weighting:

- a. Experience/ qualifications
- b. Contractor reliability
- c. References
- d. Cost

RHSD3 may request additional information from Firm(s) to clarify any element of any Proposal. After all Proposals are received, RHSD3 may invite one or more firms to make a presentation and to be interviewed. RHSD3 reserves the right to make independent investigations as to the qualification of firm(s). Investigations may include contacting former and/or existing customers or site visits to existing operations.

Upon receipt of all proposals by the date and time specified in the RFP, the Procurement Office shall review all proposals for responsiveness to the request for proposal. RHSD3 shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of this request for proposal or RHSD3's Procurement Code. Those proposals found to be responsive shall be evaluated individually by an evaluation team based on the merits of the technical proposal submitted as it relates to the evaluation criteria.

During the technical evaluation, the team members shall consider the proposals based upon the following criteria:

- a. Past performance,
- b. Ability of professional personnel,
- c. Ability to meet time & budget requirements,
- d. Location,
- e. Recent, current & projected work load of the firm,
- f. Documentation of registration to provide services in South Carolina, and
- g. Certificate of Insurance showing level(s) of coverage.

Failure to follow the format requested or to address any area adequately may cause the proposal to be deemed non-responsive and, thereby, cause it to be excluded from consideration or may result in a lower technical score. (See more detailed information in the Proposal Format section following the Official Proposal Form.)

After completion of the individual technical evaluations, the Offerors receiving the highest average points may be contacted for a personal interview/presentation. These Offerors will be contacted to schedule an interview time. The number of Offerors selected for interviews is at the discretion of RHSD3. The Offerors shall make a maximum twenty (20) minute presentation to RHSD3's evaluation team and the team shall have the opportunity to receive clarification of any information in the offer, the interview or as may be needed to complete the evaluation.

During the interview evaluation, the evaluation team shall score each firm based on the following criteria and interviewees shall structure their presentation to address:

- a. Past performance,
- b. Ability of professional personnel,
- c. Ability to meet time & budget requirements,
- d. Location,
- e. Recent, current & projected work load of the firm,
- f. Documentation of registration to provide services in South Carolina, and
- g. Certificate of Insurance showing level(s) of coverage.

#### **C. Contract Terms and Fees**

1. The contract term shall be for one (1) year from the date of award, with the option to renew for four (4) additional one-year periods if all parties are in agreement.
2. At RHSD3's request, the Firm under contract will prepare a cost proposal for each project requiring commissioning services. RHSD3 will prepare a Task Order for each project which outlines the scope of work, budget and schedule.
3. All fees will be negotiated with firms as they are chosen for any subsequent work resulting from this solicitation. RHSD3 shall not pay any fees for subcontracted consultants in addition to the fees negotiated with the firm for basic commissioning and engineering services.
4. Additional services required beyond basic commissioning and engineering services shall be at the rates/fees negotiated. Services required from consultants other than those identified in the Official Proposal Form shall be reimbursed at actual costs or with appropriate markup as negotiated with the firm.
5. RHSD3 reserves the right to cancel the contract at the end of the initial contract year or any subsequent renewal year if it is in the best interest of RHSD3 to do so. Cancellation shall be in accordance with Article 5.

#### **D. Subcontracting or Assignments**

1. The Provider is required to act as the prime contractor for all services performed by any subcontracted consultant listed on the Official Proposal Form or any other consultants acquired during the course of work and must assume **full responsibility for the procurement, delivery and quality of such services**.
2. The Provider shall be the sole point of contact with regard to all services including payment of all fees and the meeting of all requirements of the contract.
3. Should any subcontracted consultant stated in the proposal and approved by RHSD3 not be able to fulfill his/her obligations, the Provider may select another subcontracted consultant; however, the replacement consultant is subject to the same scrutiny and approval by RHSD3 as the originally named consultant.
4. The Provider shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of RHSD3.

#### **E. Conflict of Interest Legal Liability and Criminal Activities**

1. By submission of a proposal and subsequently entering into a contract, the Provider affirms that the Principal nor any other key staff has any interest, direct or indirect, that would conflict in any manner or degree with the performance of services and that, during performance of the contract, no person shall be employed nor consultant enjoined to perform work for RHSD3 having such known conflict of interest.

2. The Provider shall perform the duties of the contract as an independent contractor and not as an employee. The Provider shall pay all required employment or other taxes as required by federal or state laws to the employees of the Provider. RHSD3 is not responsible for providing unemployment benefits or any other insurances or benefits normally provided to employees to the Provider or any employee of the Provider. The Provider shall provide and keep in force worker's compensation and unemployment compensation insurance as required by law.
3. The Provider shall provide a valid certificate of insurance indicating the presence of errors and omissions/professional liability insurance with RHSD3 named as an additional insured. The Provider shall provide such proof of insurance at least annually, or at any other time requested by RHSD3, throughout the term of the contract and for a minimum of two (2) years following the conclusion or termination of the contract.
4. The Provider shall agree to hold RHSD3 harmless and pay, on behalf of RHSD3, any liability and/or legal costs arising out of any claims and/or litigations related to the services provided, including any actions that may arise from allegations regarding any acts, errors or omissions related to the services provided.
5. The Provider shall not discriminate against any person on the grounds of race, color, religion, national origin, or sex by excluding them from participating in, or denying them the benefits of any program or activity of RHSD3 while in the execution of any contract as provided in the Civil Rights Act of 1964 or title VIII of the Act of April 11, 1968 referred to as the Civil Rights Act of 1968.
6. Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall apply to any activities of the Provider while executing the services outlined in any contract for services.
7. The Provider shall keep fully informed on all local, state, or federal laws, regulations, by-laws, orders and decrees of bodies having any jurisdiction or authority which in any manner affect the provision of products or services hereunder. The same shall apply to the contract throughout, and shall be considered to be included in the contract the same as though herein written in full. The Provider shall at all times observe and comply with all such laws, by-laws, ordinances, regulations, orders and decrees in force at the time of the award and throughout the duration of the contract and shall so inform RHSD3.
8. The Provider shall protect and indemnify RHSD3 and its representatives against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by the Provider or the Provider's subcontractors, employees, representatives, subcontracted consultants, or other acquired consultants.
9. The Provider shall have no authority, expressed or implied, to bind RHSD3 to any agreements, liability or understanding except as expressly set forth in the request for proposal, the subsequently signed contract, or as expressly authorized by RHSD3's Board of Education, Superintendent, or designee. The Provider is solely responsible for the acts of the Provider, its employees, agents, subcontracted consultants or any consultants acquired during the course of work.
10. An individual or firm with any employee who has been convicted of a public entity crime shall not perform work as a subcontractor, supplier, or consultant under this contract for services.

## Section 7 – Contract Requirements

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1. All terms and conditions of the original request for proposal, including any addenda, and the successful Offeror's proposal are an integral part of any contract for services unless otherwise changed, in writing, and agreed to by RHSD3 and the firm.
2. Any agreement or contract resulting from the acceptance of an offer shall be on forms either supplied by or approved by RHSD3 and shall contain, as a minimum, reference to all provisions of the request for proposal.
3. If any conflicts become apparent after execution of a contract between the original request for proposal, including any addenda, and the subsequent contract that have not been clarified by said contract, the terms and conditions of the original request for proposal, including any addenda, shall take precedence over any terms and conditions in the contract document.
4. RHSD3 reserves the right to amend, add, or delete services within the scope of the contract if requirements change during the performance of the contract. Fees for those services, if not stated in the contract, shall be based on fair and reasonable prevailing compensation for like services and mutually agreed to by RHSD3 and the firm.
5. Additional services required of the architect/engineer or the contracted/subcontracted consultants during the term of the contract that fall within the scope of the original contract shall be requested and approved by RHSD3's Maintenance Director and a change order to the contract prepared. Services of other outside consultants shall not be secured until scope of services and fees for such services are approved by RHSD3's Maintenance Director and a purchase order is prepared. Such services shall include, but not be limited to, roofing, wetlands, asbestos or other such consultants that may be required during the course of work.
6. Any changes to the terms and conditions of the original request for proposal or any subsequent contract shall be made in writing and signed by both RHSD3 and the Provider to be valid.
7. No reports, information, or data given to or prepared by the Provider under this contract shall be made available to any individual or organization by the Provider without the prior written consent of RHSD3.

## Section 8 – Proposal Acknowledgement Form

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The undersigned hereby acknowledges having received a complete proposal package.

FOR A SOLE PROPRIETOR OR PARTNERSHIP: If a sole proprietorship, the sole proprietor must sign this proposal. If a partnership, the proposal must be signed by a general partner and indicate authority of partner's signatory by attaching a copy of partnership agreement or other authorizing document.

FOR A CORPORATION: If sign by any person other than the President of the Corporation, a certified copy of resolution or by-laws authorizing such person to sign must accompany this proposal/response. The signature of the corporation signer must be attested to by the Secretary of the Corporation.

The undersigned warrants that they are duly authorized to bind the Proposer to fully perform all duties and deliver all services in accordance with the terms and conditions set forth herein. The undersigned declares under penalty of perjury that all the information submitted in true and correct, that the Proposer fully understands this information is being considered for this RFP only and that being declared non-qualified for this project excludes the Proposer from award of this project.

The undersigned acknowledges receipt of addenda:

\_\_\_\_\_  
Addenda number(s) and date(s)

The undersigned warrants that the Proposing Firm is a qualified commissioning and engineering entity, if applicable is capable of providing services in conformance with all rules, laws, statutes, and

regulations of the industry as well as the State of South Carolina, and that the Principal knows of no reason why the Offeror or the Principal cannot enter into a contract with the State of South Carolina or RHSD3;

The undersigned warrants that the Principal is licensed under the laws of the State of South Carolina, if applicable, and is an authorized representative of the Offeror.

The undersigned warrants that the principal has the authority to make such representations and offers on behalf of the Offeror and enter into such contractual arrangements binding the Offeror as identified in this request for proposal.

The undersigned warrants that, by submitting a proposal, the Principal certifies that neither he/she nor anyone employed by the Offeror has divulged to, discussed with, nor compared any proposal with any other Offeror or potential Offeror and has not colluded with any other Offeror or parties to this competitive solicitation.

The undersigned acknowledges his or her intent to provide services in compliance with RHSD3's standards and polices including, but not limited to:

1. Policy FA, Facilities Development Goals/ Priority objectives.
2. Policy EZ, Environmental Sustainability.
3. Policy ECF, Energy Conservation Management.
4. Policy ECA, Security
5. And attendant administrative rules of RHSD3 and referenced regulations.

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All signatures to be sworn to before a Notary Public

Signed \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Corporate Seal – (requested, not required)

SUBSCRIBED AND SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

## IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann. §§ 11-57-10, et seq.)

*The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.*

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I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	