

	<p>Rock Hill Schools</p> <p><b>Request for Proposal (RFP)</b></p>	<p><b>Solicitation Number</b></p> <p><b>Date Issued</b></p> <p><b>Procurement Officer</b></p> <p><b>Phone</b></p> <p><b>E-Mail Address</b></p>	<p><b>21-2205</b></p> <p><b>June 25, 2021</b></p> <p><b>LaWana Robinson-Lee</b></p> <p><b>803-981-1154</b></p> <p><b>LRobinsonLee@rhmail.org</b></p>
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**Diversity, Inclusion, and Equity Consulting Services**

**DUE DATE (Opening Date/Time): July 22, 2021 at 10:00 a.m.**

**LAST DAY FOR QUESTIONS: July 7, 2021 at 12:00 p.m.**

**NUMBER OF PROPOSALS TO BE SUBMITTED:** one (1) original UNBOUND copy, three (3) hard copies and one (1) USB drive must be hand delivered or mailed to the address below.

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

<b>PHYSICAL MAILING ADDRESS:</b>
<p>Rock Hill Schools</p> <p>Procurement Services</p> <p>386 East Black Street</p> <p>Rock Hill, SC 29730</p> <p><b>Solicitation Number and Opening Date must appear on the envelope.</b></p>

<b>CONFERENCE TYPE:</b> None		<b>LOCATION:</b> None	
<b>ADDENDUM(S)</b>	Any addendum(s) will be posted at the following web address: <a href="http://www.rock-hill.k12.sc.us">http://www.rock-hill.k12.sc.us</a>		
<p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</p> <ul style="list-style-type: none"> <li>• Bound by the requirements, terms, stipulations, and terms of the solicitation.</li> <li>• Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.</li> <li>• Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.</li> </ul>			
<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)	
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		<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 _____	

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<b>TITLE</b> (Business title of person signing above)		(See "Signing your Offer" provision)
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.		
<b>STATE OF INCORPORATION</b> (If offeror is a corporation, identify the State of Incorporation.)		<b>TAX IDENTIFICATION NUMBER:</b>

<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)			
	<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>	<b>Facsimile</b>
	<b>E-mail Address</b>			
<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 ADDENDUM(S)**

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum 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 ☐

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**I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS**

**GENERAL INSTRUCTIONS**

**1. INSTRUCTIONS TO BIDDERS:**

- A. Proposals shall be publicly opened at **10:00 AM** on, **July 22, 2021**. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed Proposals shall be mailed to the **Procurement Services Attention: RFP 21-2205** located at 386 East Black Street Rock Hill, SC 29730. To keep social distancing in compliance with the Governor's Executive Order, the District encourages vendors who wish to attend the bid opening to do so by conference call.

Vendors may take part by dialing:

**Phone Number:** 803 -985-3599

**Conference ID:** 1440403

- B. Proposals shall be submitted **NO LATER THAN 10:00 AM** in the place and manner as described in paragraph 1A above. Proposals received after 10:00 AM shall be late Proposals. Late Proposals shall not be considered for award and will be returned to the vendor unopened.
- C. The District shall not accept responsibility for unidentified Proposals.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral, emailed, or FAXED Proposals.
- G. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"  
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.

3. **AMBIGUOUS PROPOSALS:** Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

4. **BIDDERS QUALIFICATIONS:** Proposals shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

**5. ACKNOWLEDGEMENT OF ADDENDUM(S):**

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

6. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

**7. COMMUNICATION WITH PROSPECTIVE BIDDERS:**

- A. All communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.
- B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
- C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this solicitation for any reason except as authorized by the Director of Procurement Services. Violation of this provision may result in rejection of the vendor's response.
- D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

**8. WITHDRAWAL OF PROPOSALS:** Any bidder may withdraw his bid 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 bid will cause the bidder substantial loss.

**9. ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

**10. SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

**11. FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive Proposals for the same items may be removed from the applicable bid lists.

**12. EXCEPTIONS:** Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded

**13. RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Proposals or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue. Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Procurement Services. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

**14. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor,



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any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

15. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

16. **BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

17. **POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.

18. **PROPRIETARY INFORMATION:** Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "CONFIDENTIAL."

19. **AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in the award criteria.

Therefore, individual prices per item must be indicated on the Proposal form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District 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 Services shall award proposals in accordance with the District's Procurement Code.

19. This solicitation document, any addendum(s), and record of negotiation will become a part of the contract when awarded.

## TERMS AND CONDITIONS

1. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility

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for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury

2. **TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.

**Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

**Termination for Cause.** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.

3. **EXAMINATION OF RECORDS:**

Rock Hill School District has the right to audit the books and records of the vendors that pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

4. **COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

5. **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 bidder from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the bidder 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.

6. **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.

7. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.



8. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

9. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.

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

- Name of business concern
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
- All invoices shall be submitted via email to [APINVOICES@rhmail.org](mailto:APINVOICES@rhmail.org) with the Company name and purchase order# referenced in the subject line

11. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.

12. **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.

13. **NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.



- 14. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 15. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, 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 are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three -year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- 16. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

- 17. INSURANCE REQUIREMENTS:** Contractor 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 contractor 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 contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

- A. **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
- B. **COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

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

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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18. **WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

19. **LIABILITY-** The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

Laws

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

20. **SAFETY, DAMAGE OR THEFT:**

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

21. **SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

22. **UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

23. **FORCE MAJEURE:** Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

24. **CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:** By submission of this bid, the bidder as the prime contractor does hereby agree:



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- A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
- B. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

**25. CONTRACT DOCUMENT:** This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded.

**26. STUDENT AND STAFF SAFETY:** The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted annually or more frequently or as required by the District if the bidder has the potential to be in the presence of students. Student, parent, and participant information shall be kept confidential and shall not be disclosed for any purpose.

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statutes and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the Rock Hill School District facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

**27. RHSD3 COVID-19 Guidelines:** Due to Rock Hill School District Three COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SCDHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves and masks available, screening all onsite personnel daily using the District's COVID-19 Screening Form which includes symptomatic screening questions and a temperature check. If any of the listed symptoms are present or if the worker's temperature is greater than 100.4, the worker will not be allowed on site. Contractors agree to notify the District if any onsite personnel report symptoms.

## II. GLOSSARY OF TERMS

**Actual Cost:** All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

**Amendment:** An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

**Assignment:** Legal transfer of a claim, right, interest or property.

**Capability:** The ability of a bidder to fulfill the contract at time of award.

**Consultant:** To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.

**Consultant Services:** Services of an advisory nature to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in house or from within the entity.

**Contractor:** Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

**Cost:** The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

**Descriptive Literature:** Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

**Firm:** A for-profit business, usually formed as a partnership that provides professional services, such as legal or accounting services. The theory of the firm posits that firms exist to maximize profits.

**Late Bid/Proposal:** A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

**Mandatory:** Obligatory, required by order, a provision that may not be waived.

**Mandatory Requirements (Conditions):** Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

**Offeror:** The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

**Pre-Bid/ Pre-Proposal Conference(Meeting):** A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

**Price:** The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.



RFP21-2205 Diversity, Equity, and Inclusion Consulting Services

**Request for Proposals (RFP):** The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

**Responsible Bidder/Offeror:** Also referred to as Responsible Proposer or Respondent. A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive Bidder/Offeror:** Also referred to as Responsive Proposer or Respondent. A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

**Service/Services Contract:** An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

**Short List:** Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

**Solicitation:** An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

**Scope of Work/Services:** A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

*(Definitions above provided by the National Institute of Governmental Purchasing and Free Dictionary.com)*

### **III. INTRODUCTION**

This solicitation is a Request for Proposal (RFP). Rock Hill Schools will conduct a formal selection process to determine the best qualified offeror's that meet the District's requirements as indicated herein. A selection committee will review and evaluate the submittals. The submittals will be assessed in accordance with the following evaluation criteria:

- Proposed Scope of Work 40%
- Qualifications and Experience 25%
- Cost Proposal 15%
- Past Performance 15%
- Value Added 5%

Top scoring respondents may be short-listed and invited to an interview.

Rock Hill Schools is an equal opportunity employer and encourages Local Business and Small Women-Owned, Minority Business Enterprise (SMWBE) in accordance with Division of Small and Minority Business Contracting and Certification (SMBCC) and/ or similar state or federal certification programs participation to the extent legally feasible.

### **II. PURPOSE**

The purpose of this request for proposal is to seek a qualified Human Capital/Diversity, Equity, and Inclusion Consultant hereafter referred to as "Consultant", to provide consulting services for Rock Hill School District, and here after referred to as "District".

### **III. BACKGROUND**

The Rock Hill Schools Cultural Competence Commitment fosters a community inspiring students to learn, grow, connect, and thrive by ensuring each member of our district is valued through our Diversity, Equity, and Inclusion (DEI) beliefs.

Our District honors the people who comprise Rock Hill Schools and how our stakeholders experience life. The District serves nearly 17,000 student ranging from pre-school to adult education. The District is the 11<sup>th</sup> largest in the state of South Carolina where approximately 2200 are employed. The District operates an early childhood center, seventeen (17) elementary schools, five (5) middle schools, three (3) high schools, applied technology center, an alternative school, four (4) operation buildings and two (2) stadiums.

We understand that our educational experiences can be shaped by how students, families, and employees experience life within and among various social identity groups. Our stakeholders' lived experiences and social context impacts the effectiveness of the services we provide.

Rock Hill Schools honors the importance of creating safe spaces for dialogue, guidance, and generating new ideas. We celebrate diversity. We accept responsibility for equity. We protect inclusion, and as a system we are committed to applying thought and action towards meeting the needs of all children. Because of this, we remain committed to cultural competence.



Established in July of 2020 by Dr. William Cook, Jr. the Diversity, Equity, and Inclusion (DEI) Task Force reflects our dedication to doing the work needed to sustain and advance cultural competence within our organization. With the purpose of ensuring our shared values remain at the forefront of our efforts, this body serves to assess, implement, and evaluate evidence-based practices governing the services we provide to the community. The team fulfills this service by researching inclusive practices, supporting district leadership in identifying and addressing structural inequities, and celebrating diversity in every aspect of our organization.

Rock Hill Schools recognizes that our service to children is directly impacted by historical marginalization which causes harm to vulnerable communities. Healing in this area is a slow process that begins with a single step. Conducting a study to identify the push and pull factors practices impacting the children, families, and employees who depend on our services for care is a critical piece of our investment into our district's human capital.

#### **IV. SCOPE OF SERVICES**

The District's Diversity, Equity, and Inclusion Task Force is seeking the services of a consultant (individual or firm) to co-design, implement, and provide actionable data from an equity study to identify factors impacting achievement, opportunity, and service gaps experienced by stakeholders in the following sub-groups:

- Students Experiencing Poverty
- English Language Learners
- Racial and Ethnic Minorities
- Students with Disabilities
- Gifted and Talented Students
- Employees from Historically Marginalized Groups
- Employees from Historically High-Attrition Rate Subgroups

The outcomes of this study will be used to identify and respond to needs in the following areas: resource allocation, professional learning, recruitment and retention, instructional design, and student enrollment in School of Choice for the next three to five-year period. The budget anticipated for this project ranges from \$57,500- \$70,500.

This project will be divided into two (2) phases. In Phase One, the focus of the study will address organizational factors that directly influence student success. Phase Two will focus on resource allocation and the needs of our workforce.

## **PHASE ONE: STUDENT SUCCESS FACTORS**

### **Research Questions**

1. Where do correlations exist between student subgroup identification and student achievement levels?
2. Are there differences in learner efficacy and social emotional development between subgroups of students?
3. Is culturally responsive pedagogy consistently applied across the district?
4. How are student subgroups depicted in instructional materials, curriculum maps, and district formative assessments? To what degree do these resources promote positive representation and equitable access across social identity groups?
5. Where might gaps exist in elementary talent identification models and existing pipelines to advanced coursework in secondary programs?
6. Are all student subgroups equitably represented in School of Choice programs?
7. What disparities might exist across subgroups engaging in each of the School of Choice programs? If so, what are the root causes of these disparities?
8. Are there disparities across subgroups within our disciplinary and behavioral data?
9. Do structural barriers in school/district discipline models exist? If so, to what is the correlation between these barriers and increased referrals, suspensions, and expulsions in historically marginalized students?
10. Across subgroups, do all families have equitable access to resources, programs, and communications provided by the district?

### **Essential Functions**

- Co-design the Rock Hill Schools Equity and Inclusion Study. Products in the study design must include a preliminary data collection tool, long-term monitoring strategies, and recommendations for post-intervention data collection exercises.
- Conduct a detailed analysis of school-level factors including resources, practices, and behaviors that have a causal impact on student achievement gaps in featured elementary schools.
- Develop a literature review of evidence-based strategies for increasing the quality and quantity of services relative to student success.
- Complete a review of Rock Hill Schools' policies and practices as outlined in Board of Education Policy and School Choice Handbook to identify powerful practices opportunities for improvement in School of Choice models.
- Identify opportunities for enhancing school-level push and pull factors by conducting an analysis of the following: discipline, achievement, attendance, social emotional needs, dropout and graduation rates, involvement in extracurricular activities, special education, gifted and talented programs, and English Learner classification. Disaggregate the data by race/ethnicity, gender, socioeconomic status, disability and English language proficiency.
- Provide recommendations for enhancing the representation of historically marginalized students in School of Choice programs.



## **PHASE TWO: RESOURCE ALLOCATION, RECRUITMENT, AND RETENTION**

### **Research Questions:**

1. What can retention rates, turnover rates, duration of hire, vacancy rates and succession roles tell us about who, when, and why employees are leaving? What does this data tell us about the overall work experience in Rock Hill Schools?
2. Where are opportunities for providing greater stability in the workforce, particularly among vulnerable subgroups?
3. Considering our early career teachers, what structural factors have a statistically significant impact on their continued employment?
4. Are the social/cultural identities of employees across subgroups being used to advance organizational progress and promote retention?
5. Where might there be gaps in talent development and career advancement opportunities for certified and classified staff members across subgroups?
6. To what degree does our current human resources staffing structure promote retention, meet diverse student needs, and support high quality instructional programming?
7. What are the differences between supervisor and subordinate perceptions of inclusive leadership practices across the organization?
8. How do districts with a similar community and programmatic footprints produce high levels of retention across all employee groups and actively recruit diverse staff members?
9. To what degree does the district operate inclusive human resources practices to design, implement, monitor, and evaluate employee wellness, engagement, and compensation strategies?

### **Essential Functions**

- Assess distribution of financial resources across the district (human capital, departmental and program support, etc.)
- Review multi-year supply and demand data, as well as school and district climate surveys to determine opportunities for increased success.
- Facilitate qualitative and quantitative data collection exercises with a cross-section of the workforce.
- Identify levers for increasing recruitment and retention of employees from underrepresented communities.

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**VI. DELIVERABLES**

Deliverable/Milestone	Tentative Timeline
1. Contract Signing	September 1, 2021
2. Engage in study design meeting with the DEI Steering Committee <ul style="list-style-type: none"> <li>a. Review study instruments</li> <li>b. Build study timeline</li> <li>c. Finalize communication plan for schools and division</li> </ul>	2 weeks after contract signing
3. Release district communication on study scope, outline, and expectations.	4 weeks after Milestone
4. Conduct study	4 weeks after Milestone 3
5. Present study findings to DEI Steering Committee	8 weeks from the beginning of Milestone 4
6. Identify peer benchmarking components	2 weeks after Milestone 5
7. Present final report to DEI Steering committee	3 weeks after Milestone 6
8. Present final report to district leadership	4 weeks after Milestone 7

**VI. ELABORATION AND CLARIFICATION**

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the RFP. If, after examination of the various terms and conditions and requirements of this RFP, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 12:00PM on **July 7, 2021** which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response.

**No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, or any District staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.**



## VII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

All proposals shall be submitted to Rock Hill School District no later than July 22, 2021 at 10:00 AM. Consultants shall deliver one (1) original **UNBOUND** copy, three (3) hard copies and one (1) USB drive of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **"RFP#21-2205 Diversity, Equity and Inclusion Consulting Services."** All late proposals will be rejected. The District is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

All Responses shall be on 8 1/2" x 11" paper with all standard text no smaller than twelve (12) points. The total page count shall not exceed twenty-five (25). Response shall be double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. **Failure of the respondent to organize the information required by this RFP as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this RFP.** The Consultant, however, may reduce the repetition of identical information within several sections of the RFP by making the appropriate cross-references to other sections of the response. Submittals shall include the following information divided by **tabs**:

### 1. Pages 1 and 2 of this Request for Proposal.

### 2. Company Background and Capability Statement

The following information shall be listed in this section:

- Name of primary contact, address, phone number, and email.
- State the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

Also include the following descriptive information:

- Business philosophy and mission statement.
- Disclosure of any involvement by the organization or any officer of principal in any material business litigation, judgments, and/or list of bankruptcy or organization proceedings within the last five (5) years. Include the current status and/or disposition.

### 3. Qualifications and Experience

#### 1. Provide a brief description of your firm, including but not limited to the following:

- Firm's history and type of services provided
- Number of years providing successful organization-wide DEI assessment, planning and implementation efforts.
- Identify what makes you or the firm uniquely qualified for this work.
- Name(s) of the principles(s) of your firm.
- Number of employees at the firm, if any.

2. If subcontractors are contemplated, identify those persons or firms, the portions and monetary percentages of the work to be done by the subcontractors, how they were selected and why, and a description of how subcontracted work will be controlled, monitored, and evaluated.
3. Describe your firm's prior experience with K-12, higher education institutions, non-profit, local government or government agencies, if any.
4. Describe your firm's experience in engaging the public in the development of a DEI plan.
5. Describe your experience in developing, facilitating and supporting implementation of organizational culture change initiatives.
6. Describe the DEI assessment tool you use, what it measures, the basis for its selection, and use(s) for shaping and measuring a DEI strategy.
7. Describe your most challenging DEI assignment and what made it challenging.
8. Provide three (3) examples of DEI assessments and plans your firm has developed.
9. Provide three (3) examples of training/education and coaching components your firm has created/provided on DEI.
10. Resumes
  - Provide resumes and qualifications for all proposed project personnel, including all subcontractors. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title
  - Explain where these personnel will be physically located during the time they are engaged in the work.

#### **4. Past Performance**

The Consultant must demonstrate their knowledge and expertise to perform the requirements of the scope of work. The Consultant shall have a proven track record with a minimum of five (5) years of DEI experience. The Firm shall provide the following:

- A copy of a peer-reviewed article on the study subject or a training presentation with evaluation feedback on the topic.
- Three (3) references (Appendix I) (previous or current clients) who can speak to the Consultant's experience and competencies in similar work, particularly with K-12 public schools, higher education institutions, or philanthropic clients. Consultant shall also have their references to complete the Reference Questionnaire (Appendix II) which can be submitted back with their response. References may also submit the questionnaire in accordance to the instructions listed on the form. Failure to receive the Reference Questionnaire **may** result in a lower evaluation.



**5. Proposed Scope of Work, Approach and Understanding**

1. Describe the general approach, tools, and strategies that you would propose in carrying out the scope of work including your staffing, work phases, and any requirements.
2. If you recommend a different approach to the project as outlined in the scope of work, please describe.
3. Describe your company's general philosophy in regards to providing the scope of work.
4. Describe how you would assess the DEI competence of our District and staff at the beginning of the engagement and how improvement and learning would be assessed and measured throughout the project.
5. Provide a timeline for a potential engagement that is both rigorous and realistic. The District intends to invest considerable time in this work. However, we must also be mindful of staff juggling many priorities. Timeline should include but is not limited to:
  - a. How the project will be managed and scheduled and potential ways to phase this work aligned to the approach.
  - b. Focus especially on details of the first three (3) to four (4) months of the engagement, with higher level plans for subsequent months.
  - c. This timeline should also account for any work that needs to be phased in and at what level (executive, managers, staff, etc.).
6. Describe the ideal working relationship between you/your firm and the District and how you or your firm would approach communication and coordination with the District.

**6. Cost Proposal**

The cost proposal Appendix III shall be submitted **separately in a sealed envelope**. Cost proposals that exceed the budget ranges will not be considered.

The District will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a Consultant. The District reserves the right to negotiate final fees and scope of services with the selected Consultant. The Consultant shall indicate any additional work that it believes is needed and the cost of such work separately.

All travel, lodging, and per diem expenses must be incorporated with the total project cost. All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondents. The District will not reimburse any of the Consultant's personnel for any incidental expenses related to the Contract.

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## **7. Value Added Information**

**The preferred criteria below will be used to assess the pool appropriate candidates for the best fit Consultant.**

- The consultant represents a Small, Women-owned, Minority, and Business Enterprises. Consultant shall submit their valid certification that has been indorsed by a certifying body.
- The consultant embraces an active approach toward achieving equity for all people, considering systemic issues and how these impact individuals.
- The consultant has a demonstrated focus in the nonprofit sector, and preferably with small or medium sized environmental organizations
- The consultant has experience facilitating workshops with participants of all professional levels, from junior staff to board members.

## **8. Appendices**

The Consultant shall complete the following Appendices:

- Appendix I- References
- Appendix II- References Questionnaire
- Appendix III- Cost Proposal
- Appendix IV- Non-Collusion Affidavit
- Appendix V- Conflict of Interest

## **VIII. EVALUATION CRITERIA**

The committee, comprised of District employees and representatives, will review each submittal based upon the criteria listed below.

RFP Evaluation Criteria	Maximum Points
<b>1. Proposed Scope of Work, Approach and Understanding</b>	40%
<b>2. Qualifications and Experience</b>	25%
<b>3. Past Performance</b>	15%
<b>4. Cost</b>	15%
<b>5. Value Added Information</b>	5%



**IX. TENTATIVE SCHEDULE OF EVENTS**

Proposal Issue Date	June 25, 2021
Last Day for Questions	July 7, 2021
Proposal Due Date	July 22, 2021 at 10:00AM
Intent to Award (tentatively)	September 1, 2021
Contract Implementation	September 7, 2021

**X. AWARD CRITERIA**

It is to the sole discretion of the District to determine the award method. Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District.

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**XI. APPENDICES**

Appendix I- References

Appendix II- References Questionnaire

Appendix III- Cost Proposal

Appendix IV- Non-Collusion Affidavit

Appendix V- Conflict of Interest



**APPENDIX I- REFERENCES**

<b>REFERENCE #1</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED	

<b>REFERENCE #2</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED	

<b>REFERENCE #3</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED	

**Consultant must ensure the accuracy of the contact information.**

*Failure to provide accurate information may result in a lower evaluation.*

RFP21-2205 Diversity, Equity, and Inclusion Consulting Services  
**APPENDIX II- REFERENCE QUESTIONNAIRE**

Firm or Consultant Name: \_\_\_\_\_

Please answer the questions below in reference to the Firm/Consultant listed above. You are receiving this reference because the Consultant has provided your entity with Diversity, Equity, and Inclusion consulting services within the past five (5) years. Your response to the questions below will be most helpful in the selection process. **(Please print legibly).** Please return to the consultant. This form can also be submitted directly to the Procurement Officer, following the remittance below, by later than July 22, 2021.

**Reference Questionnaire can be mailed to:**  
**Procurement Services**  
**Attention: LaWana Robinson-Lee- (RFP 21-2205)**  
**386 East Black Street**  
**Rock Hill, SC 29730**

**Or Emailed to, LROBINSONLEE@RHMAIL.ORG, with RFP 21-2205 in the subject line.**

1. Did this Consultant provide diversity, equity, and inclusion consulting services for your entity within the past XX years? If so, please describe the services performed. In what year(s) was the work performed?

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2. How did the Consultant engage the audience?

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3. Was the consultant timely in meeting the project deliverables? If not, please state why?

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4. Did the Consultant provide any value added information or services? If so, please provide a brief statement.

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5. Was the Consultant responsive to your needs?

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6. Did you experience any performance-related issues during the contract? Is there anything that you wish you had known in advance before contracting with them? If so, please explain in detail.

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7. On a scale of 1 to 5, with 5 being the highest, how satisfied were you with the services provided? Please state the reason. **1 2 3 4 5**

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This section is to be completed by the person completing this Reference Questionnaire.

Reference Entity Name:	
Contact Name:	
Email Address:	
Phone:	
Date:	

**APPENDIX III- COST PROPOSAL**

For the purposes of evaluating the cost, please provide a total cost of services based on the following:

<b>Services</b>	<b>Total Cost</b>
Overall cost of proposed services. (This amount will be evaluated)	
A justification for the proposed pricing shall be submitted on a separate sheet titled "Proposed Cost Justification".	

<b>Key Personnel and Hourly Rates- The rates will be used in the event additional work is necessary.</b>	<b>HOURLY RATES</b>
Position: _____	\$ _____
Position: _____	\$ _____
Position: _____	\$ _____
Position: _____	\$ _____
Position: _____	\$ _____

**\*The District reserves the right to negotiate all costs.\***



**APPENDIX IV- NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) **I AM** \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached RFP:

(2) **I AM** fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP:

(3) Such RFP is genuine and is not a collusive or sham RFP:

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Subscribed and sworn to before me**

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

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_

**APPENDIX V- CONFLICT OF INTEREST**

I, \_\_\_\_\_ (Offeror), on behalf of myself and my company, and my sub-Contractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-Contractor(s), nor does Offeror or Offeror's sub-Contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-Contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-Contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a Contractor's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors.



The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. 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.

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

- ☐ No known actual or potential Conflicts of Interest are subject to disclosure.
- ☐ All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.

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6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
  
7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-Contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_