



# Lexington County School District One

## REQUEST FOR QUALIFICATIONS

**Solicitation Number:** RFQu2024.1  
**Date Issued:** 12/05/2023  
**Procurement Officer:** Elizabeth Marsh, CPPB, NIGP-CPP  
 (803) 821-1176  
**Phone:**  
**E-Mail Address:** [emarsh@lexington1.net](mailto:emarsh@lexington1.net)

**DESCRIPTION:** Qualified Providers List for A/E services

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

### SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW:

#### PHYSICAL/MAILING ADDRESS:

Lexington School District One  
Attn: Procurement Services  
100 Tarrar Springs Road  
Lexington, South Carolina 29072

**SUBMIT OFFER BY (Opening Date/Time):** 01/31/2024 3:00 PM EST (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY:** 01/06/2024 1:00 PM EST (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED:** One USB Flash Drive with all documents loaded, and four bound copies

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

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**LOCATION:** N/A

#### AWARD & AMENDMENTS

Award will be posted on at the Physical Address above on 02/21/2022. The award, this solicitation, any amendments, and any related notices will be posted at the following web address:  
<https://www.lexington1.net/Page/4030>

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 ninety (90) calendar days after the Opening Date.

(See "Signing Your Offer" provisions.)

#### NAME OF OFFEROR:

(full legal name of business submitting the offer)

#### AUTHORIZED SIGNATURE:

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

#### TITLE:

(business title of person signing above)

#### PRINTED NAME:

(printed name of person signing above)

#### DATE SIGNED:

#### OFFEROR'S TYPE OF ENTITY:

(Check one)

Sole Proprietorship

Partnership

Corporate entity (not tax-exempt)

Tax exempt corporate entity

Government entity (federal, state, or local)

Other \_\_\_\_\_

(See "Signing your Offer" provision)

#### Email:

**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. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

#### STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

#### TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

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(Return Page Two with Your Offer)

<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:25%; padding: 2px;">Area Code:</td> <td style="width:25%; padding: 2px;">Number:</td> <td style="width:25%; padding: 2px;">Extension:</td> <td style="width:25%; padding: 2px;">Facsimile:</td> </tr> </table>		Area Code:	Number:	Extension:	Facsimile:
Area Code:	Number:	Extension:	Facsimile:		
<b>E-Mail Address:</b>					

<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)
_____ <b>Payment Address same as Home Office Address</b> _____ <b>Payment Address same as Notice Address</b> (check only one)	_____ <b>Order Address same as Home Office Address</b> _____ <b>Order Address same as Notice Address</b> (check only one)

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

Amendment No.	Amendment Issue Date						

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**MINORITY PARTICIPATION**

Are you a South Carolina Certified Minority Vendor? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, South Carolina Certification # \_\_\_\_\_

## I. SCOPE OF SOLICITATION

### ACQUIRE SERVICES

It is the intent of Lexington County School District One to establish a Qualified Providers List (QPL) for multiple qualified Consultant(s) to provide complete A/E services, including architectural, civil, mechanical, electrical, plumbing and interior design. Qualified consultants will also provide documents and services for bidding, construction administration, inspection and contract closeout.

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.lexington1.net/departments/procurement/solicitations-and-awards> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of fifty thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

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

### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

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

(a) By submitting an offer, the Offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices

offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

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

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs

(a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

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

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

**CODE OF LAWS AVAILABLE:** The South Carolina Code of Laws is available at

<https://www.scstatehouse.gov/code/statmast.php>

The District's Procurement Code is available at:

[https://www.lexington1.net/cms/lib/SC50000473/Centricity/Domain/1592/Procurement\\_Code.pdf](https://www.lexington1.net/cms/lib/SC50000473/Centricity/Domain/1592/Procurement_Code.pdf)

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

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Procurement Office or the District Office's mail room which services that Procurement Office prior to the bid opening which is located at the physical address on the first page of the solicitation.

**DEFINITIONS:** EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BOARD – means the Lexington School District One Board of Trustees.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price,

quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. **CONTRACT** - See clause entitled "Contract Documents & Order of Precedence."

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

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

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

**DISTRICT** – means Lexington County School District One.

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

**OFFEROR** – means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract." **PAGE TWO**

– means the second page of the original solicitation, which is labeled Page Two.

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

**SOLICITATION** – means this document, including all its parts, attachments, and any Amendments.

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

**WORK** - means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**YOU and YOUR** – means Offeror.

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

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

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

**OMIT TAXES FROM PRICE:** Do not include any sales or use taxes in Your price that the District may be required to pay.

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

**PROTESTS:** Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [Article 17 - 4210 of the District's Procurement Code]

The rights and remedies granted under Article 17 – 4210.1.2 are not available for contracts with an actual or potential value of up to fifty thousand dollars.

**PUBLIC OPENING:** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**QUESTIONS FROM OFFERORS:** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to, and received no later than the date/time for submission of questions as stated on Cover Page of this document, via e-mail to:

Email: [emarsh@lexington1.net](mailto:emarsh@lexington1.net) with Subject Line: Solicitation # (as on the Cover Page of this document)

**REJECTION/CANCELLATION:** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. [Article 5 - 1710 of the District's Procurement Code]

**RESPONSIVENESS / IMPROPER OFFERS:**

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

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

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

**SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals,

partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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

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

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

**TAXPAYER IDENTIFICATION NUMBER:** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal

income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by Article 5 – 1520 of the District’s Procurement Code.

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

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

**PROTEST:** Any protest must be addressed to the Chief Procurement Officer, Lexington County School District One, and submitted in writing by e-mail or post delivery as follows:

Mailing Address: Lexington County School District One  
Procurement Services, Chief Procurement Officer  
Ref: Protest – Solicitation Number (as on Cover Page of this document)  
100 Tarrar Springs Road  
Lexington, South Carolina 29072

Email: [jmiller@lexington1.net](mailto:jmiller@lexington1.net) and [emarsh@lexingotn1.net](mailto:emarsh@lexingotn1.net)  
Subject Line: Protest - Ref: Solicitation Number (as on Cover Page of this document)

**SITE VISIT** - None

## **III. SCOPE OF WORK / SPECIFICATIONS**

**SCOPE OF WORK:** See Attachment A- Scope of Work/Specifications.

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

**INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006):** In addition to information requested elsewhere in this solicitation, offerors must submit the following information for purposes of evaluation:

- A. **Cover Letter/ Executive Summary**- Include a brief summary of the company and documentation showing the

firm's experience, with an emphasis on projects of similar size and scope. Indicate clearly what your firm's role was in the project. Also include the core aspects of services, a list of compatible projects (school related), and qualifications of the firm.

- B. **Technical Competence and Qualifications of Company and Key Personnel**-Provide a summary of each persons or firms qualifications referencing relevant experience and capabilities and include qualifications for team members who will work on the various projects. VI. AWARD CRITERIA-B
- C. **References**-Provide at least three (3) client references with contact information. These references should be within the past 5 years. Include contact information, time from project initiation to completion, and key staff who worked on the project. VI. AWARD CRITERIA-D
- D. Demonstrated ability to meet time and budget requirements
- E. **Additional Documents**
  - Request for Qualifications Cover Page
  - Page Two
  - Three Reference Sheets

*(Written responses shall include all of the information required in this solicitation, and may include any additional information that the offeror deems pertinent to the understanding of the offer.)*

**MINORITY PARTICIPATION:** Refer to Page Two of solicitation.

## V. QUALIFICATIONS

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

### **QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):**

- (a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**
1. The firm must be established, have a body of work that extends for a minimum of five (5) years following Office of School Facilities (OSF) regulations and includes new construction, additions and renovations prior to commencement of this contract.
  2. Firms must be properly licensed in accordance with the requirements of Title 40 of the SC Code of Laws, as amended, at the time of resume submission.
  3. Firms must not be barred from doing work with the federal, state or local government

**DISTRICT STANDARDS OF RESPONSIBILITY:** Factors to be considered in determining whether the District standards of responsibility have been met include whether a prospective contractor has:

- available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- a satisfactory record of performance;
- a satisfactory record of integrity;
- qualified legally to contract with the District and State; and
- supplied all necessary information in connection with the inquiry concerning responsibility.

## VI. AWARD CRITERIA

Qualification Criteria It is to the sole discretion of the District to determine the award method. The District will deem all submittals receiving a minimum score of 85% or higher as qualified. Qualifications will be evaluated using the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. The District does not guarantee the issuance of a purchase order to any qualified Consultant. A proposal request for any subsequent services shall be requested from at least two (2) qualified Consultants. The purchase order must be issued for services to the Consultant that best meets the needs of the District factors which will include the project approach and availability of the Consultant. The final short list will be posted to the Districts web site.

- |                           |  |
|---------------------------|--|
| A. 25% Maximum of 30 pts  | Technical Competence and Qualifications of Company and Key Personnel (Ability of Professional Personnel) |
| B. 25 % Maximum of 25 pts | Past Performance   |
| C. 20% Maximum of 20 pts  | Project Team contribution And Coordination   |
| D. 15% Maximum of 10 pts  | Experience and References  |
| E. 10% Maximum of 10 pts  | Demonstrated Ability to Meet Time and Budget Requirements  |
| F. 5 % Maximum of 5 pts   | Small/Women/Minority Business Enterprise   |

Lexington County School District One reserves the sole and exclusive right and discretion to reject any and all submittals and to negotiate any agreement for professional architectural services with any architecture firm as Lexington County School District One may decide, regardless whether such firm provided qualifications as requested herein

### A. TECHNICAL COMPETENCE AND QUALIFICATIONS OF COMPANY AND KEY PERSONNEL (25%)

- Complete and comprehensive understanding of applicable laws, rules, regulations and governing procedures for the design and construction district projects/development.
- Qualifications and experience of the principal consulting staff and of sub-consulting staff who may work on District projects to include professional certifications and resumes of all key personnel;
- Qualifications and experience of the firm and any sub consultants designing projects similar in nature with regards to use, scale and complexity of the district facilities.

### B. PAST PERFORMANCE (25%)

- Prior experience designing similar projects in the Southeast region of the United States, to include school districts and/or universities or other markets with similar climate and the success of any such Venues designed.
- Information pertaining to any alleged significant prior or ongoing contract failures, contract breaches, and civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty or liable or which may affect the performance of the services to be rendered herein, in which the firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last five (5) years.

### C. PROJECT TEAM CONTRIBUTION AND COORDINATION (20%)

- Ability to demonstrate a full understanding of the project with regards to the Districts Venues and the integration to the adjacent development that will be integrated into the aesthetics and operation of the facility
- Approach to completing and servicing district wide design and construction projects, to include demonstration of the ability of Consultant to design a facility that meets the budget limitations and the time constraints.
- Demonstration of the ability to communicate with all parties of interest to include but not limited to the Project Team, Board of School Commissioners, special interest groups, and the public.
- Knowledge of Lexington County School District One and the surrounding community with respect to ensuring the venue design incorporates local and compatible architectural styles.
- Ability to design projects that are constructed within budget.

### D. EXPERIENCE AND REFERENCES (15%)

- Client References three (3) including name, organization, and contact information of past clients within the last 5 years regarding the performance of the Architect/Engineer on similar projects.
- Samples of past work results and outcomes. Please include information on risks associated with the past projects, how they were mitigated and any recognitions associated with the projects. Provide this information for at least 3 projects designed and constructed within the past five years.

### E. DEMONSTRATED ABILITY TO MEET TIME AND BUDGET REQUIREMENTS (10%)

- Supply a list of school related projects showing the actual and budgeted construction cost, along with a start and end date of construction (substantial completion date)

#### **F. SMALL/WOMEN/MINORITY BUSINESS (5%)**

### **VII. TERMS AND CONDITIONS – A. GENERAL**

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the con

tract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the review and approval of the Procurement Officer.

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

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

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

#### **DISCOUNT FOR PROMPT PAYMENT:**

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

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

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District's Procurement Code. As used in this paragraph, the term

"Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

**FIXED PRICING REQUIRED:** Any pricing provided by the contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of each term. This clause does not prohibit contractors from offering lower pricing after award.

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

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

**OPEN TRADE:** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PAYMENT & INTEREST:** (a) Unless otherwise provided in this Solicitation, the District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with the District's Procurement Code Section 45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

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

**PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract.

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

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

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

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

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

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

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

## **VII. TERMS AND CONDITIONS – B. SPECIAL**

### **CHANGES:**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

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

(f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless

such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

**CONTRACTOR'S LIABILITY INSURANCE – GENERAL:** (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) **Coverage shall be at least as broad as:**

(1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) **Worker's Compensation:** As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (c) The District and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

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

(f) Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, canceled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

**DEFAULT:**

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

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

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

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

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

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

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

**SHIPPING / RISK OF LOSS:** F.O.B. Destination. Destination is the delivery location, or other location, as specified herein. (See Delivery Location provisions)

**DISTRICT SITE ACCESS** – Contractor's personnel must wear an identification badge as approved by the District and shall utilize the procedures authorized by the District to obtain access to District buildings. The District requires Contractor's personnel to enter through the front office.

District sites have a comprehensive visitor check-in and check-out software system located at the front desk. This system runs a background check on each visitor every time he or she visits. Each visitor must check in and out when in a school or on school

grounds, regardless of the time of day. Should the system flag an individual for *any* reason, the system will automatically and privately alert the front office staff and the school's administrators. Those administrators will then talk to the individual and work through any issue. For additional information in regard to the procedures go to web site:

<http://www.lexington1.net/?page=NEWS/Issues/SchoolCheckIN/schoolcheckIN.htm>

**NOTE:** Contractor's personnel are not required to check-in at the front desk when performing the normal pick up service. Contractor's personnel are required to have personal identification and company credentials when on school property and shall produce when requested by school personnel. If, for any reason, Contractor's personnel are entering the school building(s), or are engaged in any activity other than regular service, the following procedures shall be followed: Contractor personnel are required to check in at the front office/desk with personal identification and company credentials, and will be issued a name tag before accessing any District property.

**TOBACCO FREE ENVIRONMENT:** The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.

**CONTRACTOR'S CARE:** Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

## **VII. Terms and Conditions -**

### **C. Miscellaneous Clauses for Architectural and Engineering Professional Services**

1. **THE WORK:** After Procurement approval of the QPL List, the District will request proposals for A/E services on an as-needed basis. The scope of services will be within the discipline(s) set forth in Section I.
2. Purpose, Overview, and Scope of Solicitation and within the expenditure limits set forth in this solicitation (If applicable). Upon receipt of a request for a proposal/Qualifications, the A/E will prepare and submit a proposal setting forth the proposed scope of services, schedule, fee, and reimbursable expenses. Once the District and A/E have negotiated and agreed on the scope of services, schedule, fee, and estimated reimbursable expenses, the District will issue the A/E a Contract, using AIA Document B101-2007 as modified by the District which will set forth the parties' agreement.
3. The A/E shall not incur any expense chargeable to the District on or about the work of any Contract assigned to this solicitation until the Contract has been awarded and fully executed by both the District and the A/E.
4. The A/E's services shall be provided by qualified persons in accordance with professional standards of care for such services in South Carolina and in accordance with the provisions of [OSE Manual Chapter 5](#)

**PAYMENT:** A/E may make an application for payment for services performed under a Contract (and the District shall make payment) as agreed in the Contract. Reimbursable expenses are not to exceed the percentage on the Contract. The A/E shall not invoice for services more often than monthly for work performed and reimbursable expenses incurred during that period. The District shall make payments to the A/E of undisputed amounts due for services performed by the A/E, within twenty one (21) days of receipt of the A/E's invoice. The A/E shall make progress payments to the consultants within seven (7) days of the receipt by the A/E of each payment from the District.

**CONSTRUCTION COST:** The A/E shall not be responsible for, nor have control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others, not under contract to the A/E. The A/E's opinion of probable costs and project schedules are made on the basis of the A/E's best judgment, experience, and qualifications as a professional. The A/E does not guarantee that proposals, bids, or actual costs will not vary from the A/E's opinion of probable costs or that the actual schedules will not vary from the A/E's projected schedules

**LIMITATIONS OF RESPONSIBILITY:** Unless specifically included in a Contract, the A/E shall not be responsible for: 1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with a Contract; 2) the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill contractual responsibilities to the District or to comply with Federal, State, or Local laws, regulations, and codes; or 3) procuring permits, certificates, and licenses required for construction other than design-related construction permits required by Chapter 5 of the Manual for Planning and Execution of State Permanent Improvements, Part II.

**WORK PRODUCTS:** The A/E grants to the District a non-exclusive license to re-use the A/E's Work Products prepared pursuant to Contracts issued under this Contract. The A/E assumes no liability for the District's re-use under these conditions unless contracted by the District to assume the liability for such re-use. Consultants used by the A/E for work performed under this Contract shall be bound by the same conditions.

**ENFORCEMENT AND INTERPRETATION OF BUILDING CODES:** As required by the South Carolina Code of Laws, as amended, OSF shall determine the enforcement and interpretation of all building codes and referenced standards on state/school buildings. The A/E shall refer any questions, comments, or directives from local officials to the District and OSF for resolution.

## ATTACHMENT A

### Scope of Work/Specifications

The selected Consultant will be an external source of architectural and engineering expertise and assistance to the District. The Consultant will work at the direction of the Executive Director of Facilities Service, Chief of Operations, or their designee. The Consultant shall be required to work with other consultants of the District including individual contract designers and construction contractors. On behalf of the District staff, the Consultant will also interface and coordinate with the Office of School Facilities (OSF), county and state agencies and must have knowledge and compliance of their requirements.

Professional Services shall include:

- Electrical Engineering Services
- Structural Engineering Services
- General Architectural Services
- Civil Engineering/Landscape Architecture Services
- Mechanical Engineering Services

The work may include, but is not limited to, the following tasks:

1. Condition assessments (estimate of remaining service life and code compliance reviews) investigation, analysis, and recommendation(s) for repair/replacement of existing building envelope components including, but not limited to, roofs, windows, doors, gutters, and building envelope.
2. Architectural design and related engineering services for new building construction, building renovations (interior or exterior), and building demolition. Incorporation of District standards when designing components of new construction or renovation scopes of work.
3. Preparation of estimates, schedules, plans, and specifications for projects and as otherwise requested.
4. Provide support services in other disciplines as required to accomplish primarily architectural task orders, including but not limited to:
  - Interior Design/ Furniture, Fixtures and Equipment (FF&E)
  - Civil, to include Artificial Turf design
  - Structural
  - Mechanical (HVAC and Plumbing)
  - Audio Visual
  - Electrical
  - Fire Protection
  - Telephone/Data
  - Technology
  - Sound and Lighting
  - Landscape
  - Cost Estimating
  - Code Consulting
  - Security
  - Portable Classroom Relocation
  - Kitchen Equipment
  - Any additional services as may be necessary or appropriate

5. Assist the District in evaluating statements of qualifications, technical and pricing proposals of a construction manager at risk and/or design-builder (where those delivery methods are used).
6. Prepare design phase documents (Programming, Schematic Design (SD), Design Development (DD), 50% Construction Documents (CD), 95/100% CD) for submittal and review. The CD design package submitted to the District shall be a fully coordinated and complete set of contract documents.
7. Provide cost estimates at Programming/Space Plans, Schematic Design, Design Development and 100% CD, and participate in scope to budget reconciliation process with the District Project Manager.
8. Participate in review of design documents with the District, site staff, and representatives of other State or Local agencies as needed, and prepare meeting minutes.
9. Coordinate District-provided drawings and reports as required. This includes, but is not limited to, seismic studies, surveys, topographical maps and energy audits.
10. Incorporate hazmat mitigation documents provided by District's consultant into the final document set to be approved by the District.
11. Prepare a final set of plans and specifications for bidding.
  - a. Participate in bidding pre-bid meeting review and analysis, which will include preparing addenda and obtaining the District's approval of addenda
12. Determine interior materials for review by District Representatives at the end of the schematic design phase. Prepare final color/material boards during the design development phase based upon the District's feedback. Prepare FF&E plans and specifications.
13. Peer and constructability review of design and bid document review and analysis.
  - a. Feasibility Studies, Master Planning, Development Planning, Marketing Analysis, Evaluation, and Assessment.
14. Work in a team environment to effectively motivate contractors to successfully meet project requirements for quality, schedule, and budget.
15. Attend meetings (including public presentations) with District, other consultants, regulatory agencies, and/or private property owners/developers/special interest groups.
16. Provide construction administration Project(s) awarded must include:
  - a. A detailed schedule of values for invoicing based on project completion. The Schedule of values must be itemized, structured, and valued to provide fair and equitable payment/balance values for all parties. As an example, if a project is 50% complete, invoicing shall generally not exceed 50% of the contract total value. The schedule of values and project schedule will be the accepted documents for verification.
  - b. A detailed project schedule in Gantt chart format with easily identified and measured milestones. Project delays and slippage must not become the burden of the contractors/subcontractors that perform the majority of their work during the back end of the project schedule

The District will be using AIA documents, which will set forth the parties' agreement upon each project. The insurance requirement will differ from project load, at minimum the Consultant must have Professional Liability Insurance.

## **GENERAL REQUIREMENTS FOR AREA OF SPECIALITIES**

### **ELECTRICAL ENGINEERING SERVICES**

Includes but is not limited to:

1. General District building electrical engineering including:
  - a. New building design.
  - b. Existing building evaluation and modifications.
  - c. Stand-by power systems for buildings, life safety systems, and various facilities.
  - d. Roadway and parking lot lighting design.
  - e. Power planning and interfacing with the District's utility companies.

### **STRUCTURAL ENGINEERING SERVICES**

Includes but is not limited to:

1. Perform structural analysis/evaluation/inspection
2. Perform structural design

### **GENERAL ARCHITECTURAL SERVICES**

Includes but is not limited to:

1. Provide design of commercial buildings and structures
2. Project planning
3. Provide preliminary studies
4. Provide drawings and specifications
5. Provide site inspections
6. Portable relocation services

### **CIVIL ENGINEERING/LANDSCAPE ARCHITECTURE SERVICES**

Includes but is not limited to:

1. Existing topographical drawings
2. Proposed topographical drawings and Land Disturbance permitting
3. Erosion control and SWWPP drawings and all associated permitting
4. Storm drainage design
5. Domestic water, site fire water, and sewer design
6. Landscape design for Various District facilities entrance ways and school campuses
7. Research and site inventory
8. Irrigation system master planning and design
9. Artificial turf replacement and new installations

### **MECHANICAL ENGINEERING SERVICES**

Includes but is not limited to:

1. General and specialized District building mechanical engineering services including:
  - a. Mechanical systems engineering for new and/or existing buildings.

### **SUBCONTRACTOR IDENTIFICATION (Per Project)**

If the Consultant intends to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost or (2) otherwise involves services critical to the performance of the work the offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact.

In determining your responsibility, the District may contact and evaluate your proposed sub-contractors. Any Principal, whose proposal includes subcontracting for such consultant services, shall be required to act as the Prime Consultant for all such services to be performed and must assume full responsibility for the quality and completeness of such services and the conformance of such services to any rules, laws, statutes, and regulations of the pertinent industry as well as the State of South Carolina. The Consultant will be the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of project proposals and any resulting contract. Acceptance by the District of any proposal including subcontracted consultants shall in no way infer any contractual obligations between the subcontracted consultants and the District.

## **VII. PRICES AND TERMS**

The fee proposal, when requested, from the successful Consultant(s) shall be inclusive of all fees to be paid for the services during the period designated. Reproduction cost of required drawings, specifications, bidding, and contract documents, excluding the cost of reproductions for the design professional or subcontractor's own use, will be allowed as reimbursable expenses. The District reserves the right to negotiate all elements of the successful Consultant's proposal. A fee for services will be negotiated after the successful Consultant is initially selected. If negotiations are unsuccessful, the District will cease negotiations and commence price negotiations with the next ranked Consultant and so forth.



Entity Name:	Contact Title:
Owner Contact Name:	Phone:
Location:	Email:
Summary of Project Scope:	
Total Cost for the Project:	
Completion timeframe:	
Describe the demographics for the entity where the services were performed? (i.e.; small town, city, target people, number of people, etc.)	

Reference Number _____	
Entity Name:	Contact Title:

Owner Contact Name:	Phone:
Location:	Email:
Summary of Project Scope:	
Total Cost for the Project:	
Completion timeframe:	
Describe the demographics for the entity where the services were performed? (i.e.; small town, city, target people, number of people, etc.)	

**ATTACHMENT C  
OFFEROR'S CHECKLIST  
AVOID COMMON MISTAKES  
Web site: [www.lexington1.org](http://www.lexington1.org)**

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

1. COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
2. DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

3. UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
4. REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
5. MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION.
6. DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!
7. DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
8. HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
9. MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE BID FORM.
10. MAKE SURE THE BID FORM IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
11. MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
12. CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED! IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE!
13. IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!
14. PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

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