

BEST VALUE BID

Solicitation Number: B2009

Description: ATHLETICS FACILITIES CONDITION ASSESSMENT

Date: AUGUST 20, 2019

SUBMIT OFFER BY: SEPTEMBER 26, 2019 @ 2:00 PM

SUBMIT QUESTIONS BY: SEPTEMBER 4, 2019 by 2:00 PM

NUMBER OF COPIES TO BE SUBMITTED: 1 ORIGINAL AND 4 MARKED “COPY”AND ONE FLASH DRIVE

PROCUREMENT OFFICIAL CONTACT: Procurement Services
Attention: Raymond B. Jenkins
3999 Bridge View Drive
North Charleston, SC 29405
Phone: 843-566-8826
Email: raymond_jenkins@charleston.k12.sc.us

ALL REQUESTS FOR PROPOSALS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND AN AGREEMENT FOR THAT COMPANY.

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.		
Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted by 10/17/19. The award, solicitation, and any amendments will be posted at the following website URL:

<http://www.ccsdschools.com/cms/One.aspx?portalId=2973364&pageId=27429783>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY: See Section VII Signing Your Offer & SWMBE Participation.

Small Women Minority Business Enterprise (Please Check appropriate boxes)

- | | |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned | <input type="checkbox"/> Minority Owned Small Business Certified |
| <input type="checkbox"/> MBE – African American Owned | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> MBE – Hispanic Owned | <input type="checkbox"/> Small Business Certified |
| <input type="checkbox"/> Women Owned Small Business Certified | <input type="checkbox"/> Small Business Non-Certified |
| <input type="checkbox"/> Women Owned Small Business Non-Certified | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Owned Small Business Certified | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other _____ | |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

Solicitation Number: B2009 – ATHLETICS FACILITIES CONDITION ASSESSMENT

Proposals should be sent via United States Postal Service/hand delivered or courier service to:

**Procurement Services
 Attn: Raymond B. Jenkins
 3999 Bridge View Drive
 North Charleston, SC 29405**

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1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Best Value Bid (BVB)	August 20, 2019
2. Question Submission	September 4, 2019
3. BID SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	September 26, 2019
4. Contract Award (estimate)	October 17, 2019

2.0 SCOPE OF SOLICITATION

Charleston County School District (CCSD) seeks a firm to:

- (1) Perform a comprehensive facility assessment study of its high school athletics facilities and central stadium complexes, to develop the facility data base for each system component,
- (2) Inventory all facility system components,
- (3) develop the digital drawings of these facility system components and sites to later use in a comprehensive digital format,
- (4) Develop the preventative maintenance level of effort needed to properly maintain these facility system components and
- (5) Develop a 20-year sustainability, renewal and capital maintenance plan for each facility. This will enable the Facility Maintenance Staff to develop a life cycle system to support and properly fund the capital maintenance plan, as well as, identify the right sized maintenance work force needed to maintain these facilities.

Except as provided otherwise in this Best Value Bid (BVB), the objectives, purpose and scope of the Facilities Condition Assessment (FCA) required shall be as presented in:

Kaiser, Harry. "Facilities Condition Assessment", APPA Body of Knowledge, Chapter 15. APPA: Leadership in Educational Facilities, Alexandria, Virginia, 2015 (or current version: See www.appa.org)

This reference document will be referred to hereinafter as "APPA FCA".

The CCSD real property inventory for this BVB includes 14 major sites: 12 high schools; two (2) central stadiums; and one (1) middle school. Attachment 1 identifies the sites to be assessed under this BVB.

3.0 INSTRUCTIONS TO OFFERORS

A. General Instructions

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

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor/Consultant** - means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **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."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **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
15. **You And Your** - means Offeror.

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office (b) Bidders shall acknowledge receipt of any

Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page (page 1) and page 2. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

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

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

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

BID / PROPOSAL AS OFFER TO CONTRACT By submitting to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. **THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES.** 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.

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any contract awarded as a result of this procurement is between the Vendor and the District. The Board is not a party to such contract, unless and to the extent that the Board is a using District unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

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 a 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 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 purpose of this certification, means Officials; 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 Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official 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 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 Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at http://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, CCSD, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or mail room which services that purchasing office prior to the bid opening.

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

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

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or

other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NOTICES All contact should be directed to Raymond Jenkins, Facilities Procurement Supervisor. No company should contact District staff directly. All questions should be directed in writing to **Raymond B. Jenkins**. Email raymond_jenkins@charleston.k12.sc.us . Answers to any questions submitted will be sent to all companies via solicitation amendment.

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

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

PROPOSER'S QUALIFICATIONS Bids 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, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, 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.

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. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

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

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

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

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

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

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

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

Do not mark your "Cost Proposal/Bidding Schedule" Confidential.

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

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. It is Charleston County School District's intent to contract with the successful bidder(s) by entering into a One (1) year agreement from the date of contract execution. An option to renew for four (4) additional one (1) year periods shall be provided if agreeable by both parties.

TERM OF CONTRACT – OPTION TO RENEW At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

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

B. Special Instructions

Bids are to be submitted on the Bid Proposal Form provided; enclosed in a sealed, opaque envelope bearing the name and address of the bidder, CCSD Identification Number of contract being bid and name of project. All bids must comply with the laws of the State of South Carolina.

1. **BOARD APPROVAL REQUIRED:** Any award is subject to prior approval by the Charleston County School District Board of Trustees.

2. DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the best value bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

3. OPENING PROPOSALS – PRICES NOT DIVULGED In competitive sealed proposals, prices will not be divulged at opening.

4. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD.

5. NO PRE-BID CONFERENCE

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

GOVERNING TERMS AND CONDITIONS: Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

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

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any District entity

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

REQUIREMENTS FOR CRIMINAL BACKGROUND CHECKS: The Contractor must warrant that they will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the

contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

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

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his./her own expense, to repair or replace the same.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnities if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be

legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Type of Insurance

Workers Compensation, Applicable Federal and Employer’s Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer’s Liability	\$100,000 per accident \$500,000 disease, policy limit \$100,000 disease, each employee

Federal Liability Insurance including completed operations and product liability covers:

1. General Aggregate (Except Products – Complete Operations):	\$1,000,000
2. Products – Completed Operations Aggregate:	\$1,000,000
3. Personal and Advertising Injury (Per person/organization):	\$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
5. Fire Damage (Any one fire):	\$1,000,000
6. Medical Expense (Any one person):	\$1,000,000
7. Property Damage Liability Insurance will provide explosion, collapse and underground coverage where applicable.	
8. Excess Liability (Umbrella Form)	
a) General Aggregate:	\$2,000,000
b) Each occurrence (bodily injury and property damage)	\$1,000,000

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

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

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

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.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror's proposal has, as its basis, written statements (other than the BVB) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the BVB. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5.

PERFORMANCE AUDITS: 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 contract 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.

PRICES: Prices under this contract are "not to exceed" prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the Price Proposal certifies that the proposal is accurate and binding and that all costs are shown and accurately reflects the total Technical proposal cost. All prices shall be stated in United States currency.

PRICE ADJUSTMENT: Any request for price increase must be submitted in writing to Procurement Services at least ninety (90) days prior to the requested date for the increase. Price increases will only become effective if agreed to, in writing by Procurement Services. 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 as determined by the Procurement Officer.

PRICE ADJUSTMENTS – LIMITED BY CPI "All Items": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICE CERTIFICATION: I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: "an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT: The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates

including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASE ORDER: A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

PURCHASING CARD: Contractor agrees to accept payment by the District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY RELEASES: Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

QUALITY OF PRODUCT: (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the best value bid.

REJECTION: The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

RESTRICTIONS/LIMITATIONS: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

RISK OF LOSS: The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION AND RIGHT TO AUDIT: Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government’s sovereign immunity or the government’s immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term “agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that 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, CCSD may evaluate your proposed Subcontractors.

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

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 CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD'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 CCSD to Contractor, Contractor shall be liable to CCSD 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: Subject to the conditions below, the District providing a (30) thirty-day advance notice in writing is given to the vendor may terminate the contract for any reason.

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation 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 year.

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

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

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT: In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

DUE TO MALICIOUS ACTS: In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

INSOLVENCY: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

TERMINATION BY CONTRACTOR: Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by

the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

WAIVERS The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

COOPERATIVE PURCHASING

Charleston County School District Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Other School District in South Carolina may participate in any resulting award if agreeable to the District, the successful bidder/proposer and the other public procurement unit. No other public procurement unit is required to make use of this capability as participation is at the discretion of the other public procurement unit. The District shall not guarantee the participation of another public procurement unit nor be responsible for any resulting business or non-business with any other entity. Purchase Orders, delivery arrangements, payments and any other type of contractual documentation or performance shall be the responsibility of the actual participating public procurement unit, not Charleston County School District. The successful bidder/proposer shall hold harmless Charleston County School District, its employees, Administration, Board of Trustees and its representatives for any loss or damage as the result of the action or inaction of another public procurement unit.

ORDERLY TRANSFER OF MATERIALS

Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all files, intermediate materials and supplies held by the contractor.

5.0 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 State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of CCSD, 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. S.C. Code Section 11-35-1810.

The Contractor shall be from an established company providing similar services for a minimum of Two (2) years.

QUALIFICATIONS -- REQUIRED INFORMATION: In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information) with bid or within 2 days of request by CCSD:

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) Completion of attachments.

Successful bidder or bidders is expected to self-perform all work. If subcontractors are necessary, they must be pre-approved by Charleston County School District.

6.0 BASIS OF AWARD

AWARD CRITERIA: This contract will be based on a Best Value Award. This process allows the District to use other criteria than cost to determine the best vendor for the project. This contract will be awarded to one (1) responsive and responsible, highest ranked vendor who submits a responsive bid which is most advantageous to the Charleston County School District. The District intends to award a contract to the vendor whose offer, conforming to the solicitation, is the most advantageous on the basis for all products, services and requirements contained herein. In all cases, the District will be the sole judge as to whether a vendor's bid has or has not satisfactorily met the requirement of this bid

EVALUATION CRITERIA: A Selection Committee will be established to review and evaluate all proposals submitted in response to this Best Value Bid. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.

The District may engage in individual discussions with one or more Consultants deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. At the conclusion of discussion, as outlined in this subdivision, on the basis of the evaluation factors published in the Best Value Bid and all information developed in the selection process to this point, the District shall select in order of preference two or more Consultants whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Consultant ranked first. If a contract satisfactory and advantageous to the District can be negotiated at a price considered fair and reasonable, the award shall be made to that Consultant. Otherwise, negotiations with the Consultant ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Alternatively, the District may elect to cancel this solicitation and make no award. Should the District determine in writing and in its sole discretion that only one Consultant is fully qualified, or that one Consultant is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Consultant.

Consultants are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the District require no clarification and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which Consultants are capable of submitting to the District. Should proposals submitted require additional clarification and/or supplementary information, Consultants should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

Proposals that, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Best Value Bid will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

Evaluation of the Technical Proposal will be made based on the following criteria:

1. Cost 60%
2. Proposal Presentation 10%
 - a. Compliance with solicitation
 - b. Completeness and clarity
3. Consultant's Qualifications 10%
 - a. Management plan
 - b. Experience in similar facilities assessments and demonstrated ability
 - c. Personal qualifications and availability for project implementation
4. Technical Approach 10%
 - a. Details of data collection and process
 - b. Comprehensiveness of approach
 - c. Sample methodology and calculations
5. Ability to Implement Project 5%
 - a. Management
 - b. Staffing
 - c. Quality assurance
 - d. Schedule of implementation
6. References 5%
 - a. List of other similar assessments with point of contact, number of facilities and type, and gross square footage.

The District reserves the right to make on-site visitation to assess the capabilities of individual Consultants and to contact references provided with the proposal. After formal evaluations, the District reserves the right to request an interview or presentation from any or all offerors. The purpose of the interview will be to give committee members the opportunity to ask questions and receive clarification on the proposals.

7.0 SCOPE OF WORK / SPECIFICATIONS

1. GENERAL SCOPE OF ASSESSMENT

A. General Intent. Except as provided otherwise in this Best Value Bid (BVB), the objectives, purpose, scope, methodology and phases of the FCA shall be as outlined in “APPA FCA”, as referenced in paragraph 2. Primary services required under the FCA are described in **Attachment 3, Facilities Assessment Requirements**. The successful offering firm (“the consultant”) will provide a comprehensive athletics facilities condition assessment, as defined in APPA FCA, combining two methodologies:

- (1) Facilities Systems Inspection: referred to in APPA FCA as “Physical Condition Assessment and Life-Cycle Modeling”. Detailed requirements are provided in paragraph 2, below.
- (2) Functional Program Assessment: referred to in APPA FCA as “Functionality Assessment”. Detailed requirements are provided in paragraph 3, below.

B. Deliverables. Basic deliverables for this project are described in Attachment 3. The consultant shall deliver the FCA results in the following format:

- (1) Formal Report. The consultant shall provide a formal written report documenting FCA results, findings and recommendations. At a minimum this report shall:
 - a. Include an executive summary.
 - b. Include requirements and deliverables as outlined in Attachment 3.
 - c. Include digital photo documentation of facilities as described in Attachment 3 and Section C, Paragraph 2, below. Only key, representative and demonstrative photos are required to be embedded in report text. Full photo documentation shall be provided as separate files, organized by site and system, and labeled in caption (non-numeric) style.
 - d. Include printed reports suggested in APPA FCA, Figure 6 (2015 version).
 - e. Be provided as five (5) hard copies of the report in an appropriate binder and two (2) Adobe PDF electronic copies on separate digital storage devices.

C. Schedule. The consultant will provide its approach to scheduling on-site work to conduct this FCA as a part of its proposal. Approach shall include basic methods, inspection team structure and sequencing of areas and/or facility system components.

- (1) All schedules will be approved by the CCSD designated Project Manager (PM).
- (2) Pilot Assessment: The consultant(s) selected to perform the facility assessment work in the BVBs will perform a pilot assessment on West Ashley High School and submit a draft report before proceeding to collect and process data from the other schools/sites. The pilot assessment will serve as a test case to ensure the consultant's means, methods, procedures and reports prepared in the final facility assessment are in alignment with the District's expectations.

The pilot facility assessment will enable the consultant and district staff to review:

- The data bases for data presentation, ensure that useable data is being collected.
 - How the consultant has prepared the digital floor and site plans to capture the location of the facility system components.
 - The processes to determine the level of effort recommended to perform the required preventative maintenance on the systems.
 - The national standards used for the facility system components replacement cycles.
 - Report format for the 20-year maintenance plan to refine the software structure and layout.
 - Cost estimating efforts to set final report expectations.
- (3) CCSD intends to prioritize the order of assessment completion. Every effort shall be made to accommodate consultant flexibility in scheduling, including access to site and building areas during normal working hours. However, consultant shall consider the firm CCSD requirement not to disrupt classroom instruction in scheduling work. After-school programs may be considered classroom instruction.

D. Additional Services by Contract Modification. CCSD anticipates using the results of this FCA to develop projects to be funded in the FY 2020 – 2030 Capital Maintenance Programs. The scope of this work shall include being able to retain the

consultant for additional or “follow-on” services not originally funded or covered in this BVB. CCSD reserves the right to modify the contract for additional in-scope services with the consultant.

2. FACILITY SYSTEMS INSPECTION

A. Physical Inspection and Modeling. As described in APPA FCA, CCSD expects the consultant to propose a combination of physical site condition assessment (inspection) and predictive (life-cycle) modeling to fully characterize all the sites and system components listed in Attachment 2. The approximate distribution of effort between these two approaches is anticipated to be 85% physical inspection and 15% predictive modeling, but the consultant should recommend the best mix based on experience and preliminary survey or research on the CCSD inventory.

B. Facility Systems to be Inspected. The consultant shall conduct physical site inspection and modeling, as proposed, at all facilities and sites listed in Attachment 1, and for all facility system components listed in Attachment 2 at each site.

(1) Use of Available Assessment Data. Certain systems and components, listed in Attachment 2, have current assessments available, such as those listed in Section B, Paragraph 2. The consultant may use these assessments and data to assist with the physical inspection. The consultant is still expected to assess, analyze and evaluate these systems as discussed in paragraph 4, below.

C. Digital Photo Documentation. The consultant is required to provide comprehensive photo documentation of each facility system component, as applicable. Interior photographs will be used to document critical life safety, major repair, maintenance, housekeeping issues and/or unusual conditions. No students will be included in any photograph. Exterior photographs will be taken for:

- (1) school identification (including a high quality image of the school/site main entrance)
- (2) documentation of existing condition
- (3) documentation of structural issues
- (4) major site deficiencies

D. Determination of Condition and Replacement Standard. As described in Attachment 3, Step D, the consultant will use results of the facility system component inspections to characterize each system component for its suitability for continued use, ability to be repaired or reconditioned economically, and the projected time of replacement. The recommendations for repair, modernization or replacement of a given system component will be based on, and demonstrated by the use of calculated, recognized performance indicators and by the assignment of a condition code on a scale of 1 – 4 for each system, along the lines as prescribed in APPA FCA.

E. Special Assessment for Readily Achievable Barrier Removal (ADA). The consultant shall propose an assessment or audit designed to identify barriers to accessibility for persons with disabilities, as defined by the Americans with Disabilities Act (ADA), at all sites listed in Attachment 1. Requirements for this additional, special assessment are:

- (1) The consultant shall describe in the proposal the approach to be used, such as assessment during each facility inspection described above, or as a separate audit/assessment.
- (2) The consultant shall describe the process and standards to be used, such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG), or equivalent accepted approach.
- (3) The consultant should prepare a separate report of findings for this special assessment, and
- (4) The consultant shall price this portion of the scope of work separately, as described in section G.

3. FUNCTIONAL PROGRAM ASSESSMENT

The consultant shall conduct and provide an assessment of the sites listed in Attachment 1 for the functionality of the spaces at these sites for their currently assigned CCSD missions or programs. In general, the consultant will follow the process and guidance outlined in APPA FCA on “Functionality Assessment”, including but not limited to:

- A. User interviews
- B. Facility utilization inspection
- C. Calculation of core function capacity

Further details for this portion of the FCA are listed in Attachment 3, Step E. The consultant will provide specific qualifications and experience in conducting this type of assessment with its proposal. CCSD reserves the right to require a separate cost proposal for this portion of the project.

4. ASSESSMENT SYNTHESIS, EVALUATION AND ANALYSIS

A. General. The consultant should follow a process similar to that described in APPA FCA to bring together efforts discussed above. Attachment 3, steps A, B, D, F, and G are guided by remarks in this section.

B. Digital Site and System Drawings. As described in Attachment 3, Step B, the consultant will develop digital drawings, based on existing as-built drawings where feasible, which accurately describe and portray each facility's system component to be assessed. The ability to hyperlink data and pictures from the FCA report is required for applicable system components.

C. Long Range Plans, Strategy, Needs and Projects. The consultant shall integrate and synthesize all other work efforts to provide by report the work products described below:

(1) System Maintenance and Sustainability Plans. As described in Attachment 3, Step D, the consultant will use the results of previous steps to generate a 20-year plan to recommend the repairs, renovation, modernization or replacement of each facility system component for each site assessed. The plans will serve as graphic representations of the system conditions and investments needed to sustain the systems by year.

(2) Statement of Capital Renewal Needs and Strategy. As described in Attachment 3, Step F, the consultant will collaborate with CCSD personnel managing the district's capital program for a comprehensive statement of the facilities capital needs and strategy for meeting those needs. The statement will include the assignment of an overall system condition code from 1 – 4, analogous to that used for each facility's system component, to characterize the magnitude of need. The consultant shall propose such a code, based on criteria such as age, amount of deficiencies, and degree of previous renovations. Recognized key performance indicators such as the Facility Condition Index should be used in the development of the statement and strategy. Recommendations for replacement of facility components beyond extended, useful life cycle should also be included.

(3) Ten-Year Facilities Projects List. The penultimate product of the FCA shall be a justified and supported list of facilities capital renewal projects for the fiscal years 2020 through 2030. The list shall identify the following elements, at a minimum:

- a. Project title.
- b. Project scope (summarized).
- c. Project type (new construction, major repairs, equipment installation, renovation, modernization or replacement)
- d. Phases, if applicable.
- e. Cost estimate, including direct and "soft" costs.
- f. Site, school or campus
- g. Building or system component, if applicable.

8.0 PROPOSAL FORMAT

The BVB submittal shall be in two sealed envelopes. One containing the technical specifications and the other containing the Bid Form with the cost proposal. The paragraph 8, Bid Form shall be submitted in the cost proposal. The proposal shall include the following elements. The proposal shall be double-sided, no less than 12 point font, shall not be excessive in length. Unnecessary, elaborate brochures of other presentations beyond what is sufficient to present a complete and effective proposal, is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentations aids are not required. Well marked tabs shall be used to separate each section for easier review. The District encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides. One (1) original, four (4) copies and one (1) digital copy of the proposal shall be submitted to Charleston County School District, Procurement Department, 3999 Bridge View Dr., North Charleston SC 29405.

It is the Consultant's responsibility to provide all documentation required in the BVB and clearly identify and describe the services being offered in response to the Best Value Bid. Failure to provide the information requested in this Best Value Bid, or the inclusion of any conditional limitations, or misrepresentations, may adversely affect the evaluation of your submittal, or be cause for consideration as non-responsive to the BVB. Consultants are cautioned that organization of their Response, as well as thoroughness, is critical to the District's evaluation process. The BVB forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

COVER LETTER: The cover letter shall include a brief statement of intent for the services offered to the District, and signatures of an authorized officer of the organization, who has legal authority in such transactions. Proposals with unsigned cover letters will be rejected. The cover letter must also provide the name, position and full contact information for the individual designed as the Vendor's contact for this proposal.

TABLE OF CONTENTS: The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

BACKGROUND AND EXPERIENCE: The description shall show that the Vendor possesses demonstrated skills, experience and equipment in specific areas of the BVB. The section shall include: Vendor name, address, telephone, fax number, and email addresses of authorized representatives. Full-time and part-time staff, proposed Consultants, and sub-Consultants who will be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical personnel, and approximate percentage of the total time each will be available for this project. The technical area, character and extent of participation by any sub-Consultant or Consultant activity must be indicated and the anticipated sources will be identified.

- Resumes of staff and proposed Consultants are required which will indicate education, background, and recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
- Background of company and detail any project that relates specifically to this BVB.
- Describe the company's experience in conducting this type of service.
- Satisfactory evidence of the Vendor's financial resources. Detailed information validating the financial stability of the Vendor including a description of the Vendor's ability to secure (either by purchase or lease) the equipment necessary for the services listed in this BVB and a description of all financial or other liabilities in excess of \$50,000 that may threaten the ability of the Vendor to perform all services required.
- A description of all pending legal disputes including matters in litigation, mediation, arbitration, and/or at trial.
- A list of all public sector clients to which the Vendor has provided similar services over the past five (5) years. Reference forms attached.
- A copy of company's W-9.

UNDERSTANDINGS OF PROJECT AND TECHNICAL APPROACH:

- Statement and discussion of the requirements as they are analyzed by the Consultant.
- Consultant's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the project.
- Preliminary layouts, sketches, diagrams, other graphic representations, calculations, curves, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- Consultant should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for overcoming them. Special attention should be given to methodology and schedule issues that will be encountered in such a project.

- Consultant shall provide a sample copy of FCA previously conducted by their firm.

STATEMENT OF WORK/ ACTION PLAN: The preliminary work plan shall describe how the successful Vendor(s) will satisfy the District's requirements once the District's Board has approved the contract (if applicable). The vendor shall present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Best Value Bid and responses should be keyed to appropriate paragraph numbers. The vendor shall include a schedule of the work to be completed. This section should also contain a discussion of any changes proposed by the Consultant which substantially differs from the project scope described in these Special Provisions. Timelines, milestones, meetings, District responsibilities and all other important information should be included in the section with clear detail.

BVB BID FORM: Vendor shall return the BVB Bid Form, fully executed in accordance with the Instructions to Vendors. To more easily compare proposals with the cost of the District's current service arrangement, the District is requiring that the Proposal contain an "all inclusive" format in which the costs of all of the related costs are incorporated into the rates charged for said services.

Proposed costs must be inclusive of all services outlined in the BVB, including:

- Cost to bill the District
- Insurance, workers' compensation and all other business-related costs
- Labor costs
- Fuel costs
- Overhead costs
- Disposal costs
- Travel, Lodging and Meals
- Printing

VALUE ADDED: Vendor may provide on a separate page any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract.

8.0 BIDDING SCHEDULE/COST PROPOSAL

		Total Cost of Facility Assessment
Facility Assessment for CCSD		
Alternate 1 – Functional Program Assessment		
Alternate 2 – ADA Complete Assessment		
Estimated Start Date		
Estimated Completion Date		
Comments:		

BIDDER’S STATEMENT OF ASSURANCES AND COMPLIANCES

The Undersigned, as a responsive bidder, certifies that the General and Special Conditions of this bid have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid as indicated below:

1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document; and
2. Currently complies with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices; and
3. Is not guilty of collusion with, other vendors possibly interested in this bid, in arriving at or determining prices to be submitted; and
4. That such agent, as indicated below, is officially authorized to represent the firm in whose name the bid is submitted.

FIRM REPRESENTED

AGENT

Name of Firm	Signature of Agent
Street Address	Printed Name
City & State	Title
Zip Code	Date
Phone Number	Cell Number
Email Address	Fax Number

9.0 ATTACHMENTS TO SOLICITATION

- 1. Facility Assessment Sites**
- 2. Facility Assessment Components**
- 3. Facility Assessment Requirement**
- 4. Minority Participation Affidavit**
- 5. Offeror's Checklist**
- 6. Questionnaire**
- 7. No Bid Reply Form**

**Attachment 1
Facility Assessment Sites**

HIGH SCHOOLS/SITES	FACILITY SYSTEM COMPONENTS					
	Football and Track Complex	Baseball/Softball Complex	Tennis Complex /Courts	Gymnasium	Practice Fields	Support Facilities
Academic Magnet High School	No	No	Yes (5)	Yes (1)	Yes (1)	Yes
Baptist Hill High School	Yes	Yes (1)	Yes (2)	Yes (1)	No	Yes
Burke High School	No	No	No	Yes (1)	No	No
Garrett Academy of Technology	Yes	Yes (1)	No	Yes (1)	No	Yes
James Island Charter High School	Yes	Yes (2)	Yes (6)	Yes (1)	Yes (1)	Yes
Military Magnet Academy	Yes	No	No	Yes (1)	No	Yes
North Charleston High School	Yes	Yes	Yes (4)	Yes (1)	No	Yes
Northwoods Middle School (Stall HS Field Only)	Yes	No	No	No	No	Yes
Stall High School	No	Yes (2)	No	Yes (2)	Yes (2)	Yes
St. John's High School	Yes	No	Yes (2)	Yes (1)	No	Yes
Wando High School	Yes	Yes (2)	Yes (6)	Yes (2)	Yes (4)	Yes
West Ashley High School	Yes	Yes (2)	Yes (6)	Yes (2)	Yes (3)	Yes
Lucy G. Beckham High School	Database Modeling					
New District Two Stadium Facilities	Actual assessment since facility is finished					
New District Four Stadium Facilities	Database Modeling					
Lincoln High School	Removed From Scope					
Clark Academy	Removed From Scope					

**Attachment 2
Facility Assessment Components**

Athletic Facilities	Component	TYPE	QUANTITY	SIZE or CAPACITY
Football Stadium Complex Playing Field	Turf			
	Grading/Drainage			
	Irrigation			
	Lighting			
	Goal Post			
	Home Bleachers			
	Visitors Bleachers			
	Fencing			
	Score Boards			
	Sound System/PA			
	Ticket Booth			
	Press Box			
	Concessions			
	Field House			
	Restrooms (See FCA)			
	ADA Access			
	Sidewalks/Pavement			
Fixed Trash Receptacles				
Football Stadium Complex Practice Field	Turf			
	Grading/Drainage			
	Irrigation			
	Lighting			
	Goal Post			
Track and Field Complex	Track			
	Chute/Overrun			
	Pole Vault Area			
	High Jump Area			

	Long/Triple Jump Area			
	Shot Put Area			
	Discus/Hammer Throw Area			
	Fencing			
	Trench Drains			
	Fixed Trash Receptacles			
Baseball/Softball Complex	Turf			
	Warning Track			
	Irrigation			
	Grading/Drainage			
	Home Bleachers			
	Visitors Bleachers			
	Dugouts			
	Batting Cages			
	Bull Pens			
	Score Boards			
	Sound System/PA			
	Field Lighting			
	Backstop			
	Field Fencing			
	Safety Cap			
	Windscreen			
	Foul Poles			
	Press Box			
	Concessions			
	ADA Access			
Sidewalks/Pavement				
	Fixed Trash Receptacles			
Tennis Complex	Courts			
	Fencing			

	Windscreen			
	Lighting			
	Bleachers			
	ADA Access			
	Sidewalks/Pavement			
	Drainage			
	Fixed Trash Receptacles			
Gymnasium	Wood Floor			
	Other Flooring			
	Bleachers			
	Lighting			
	Sound System/PA			
	Goals and Backboards			
	Score Boards			
	Weight Room			
Wrestling Room				
Fixed Equipment	Washer & Dryers			
	Large Ice Machines			
Storage Building	Conditioned			
	Non-Conditioned			

Attachment 3
Facility Assessment Requirements

TASK	REQUIREMENT or DELIVERABLE
A. Develop Databases For Each Facilities System	<ol style="list-style-type: none"> 1. Consultant shall be provided access to the existing digital plans and O/M manuals for each facilities system or shall develop and provide same. Vendor will scan areas to develop an overall district-wide database of each system that identifies the attributes of the system including type, size, number of component fixtures or assemblies, area of installation, etc. as required to characterize the system. 2. Consultant will visit district facilities using random sampling techniques to confirm validity of information provided, or shall use 100% inspection to determine information otherwise. Predictive modeling may supplement this effort in certain cases. 3. Consultant will develop and provide a database for each school to quantify each facilities system in Excel Spreadsheets.
B. Develop Digital Site and System Drawings	<ol style="list-style-type: none"> 1. Consultant will develop and provide digital drawings for each school that identifies each facilities system location and layout within the school. The drawing will include a clear key code identifying system attributes. 2. Capability to hyperlink from digital drawing to database files for specialized equipment systems (discussed below) is preferred.
C. Assess Condition & Determine Replacement Standards for Each Facilities System	<ol style="list-style-type: none"> 1. Consultant will research national trade literature, facilities or building management sector and K12 associations publications to provide the district with a recommended life cycle renovation or replacement standard for each facility system. 2. Consultant shall employ recognized key performance indicators and other measures to facilitate decisions for major component repair vs. modernization vs. replacement for each facilities system, as applicable. 3. Consultant shall assign a condition code from 1 – 4 to each facilities system as described in APPA: Leadership in Educational Facilities Body of Knowledge Chapter 15, Facilities Condition Assessment (“APPA FCA”), for use in further analysis and plan development.
D. Develop 20 Year Maintenance & Sustainability Plan for Each Facilities System	<ol style="list-style-type: none"> 1. Consultant will assess and develop a 20-year plan for the maintenance and sustainability of each facilities system through renovation, modernization and/or systemic, life-cycle based replacement or renewal. 2. The 20-year plan will be developed based on the information gathered and analyzed in steps A through C above, and through a joint collaboration with the CCSD Facilities Maintenance Supervisor assigned to the system. 3. The 20-year plan shall include, at a minimum, the school name, system name, location of the system, installation date and recommended replacement date (year) for the system.
E. Conduct Functionality Program Assessment	<p>User Interviews</p> <ol style="list-style-type: none"> 1. Interviews with CCSD department and school/site representatives about facility functionality should be recorded and reviewed with the persons interviewed. 2. Issues and protocol shall follow APPA FCA guidance. 3. Final meeting notes shall be provided as part of an interim report.

	<p>Utilization Inspection for Each Space Type</p> <ol style="list-style-type: none"> 1. Consultant shall visit each school site to evaluate functionality issues and standards such as space configuration, SF assigned, adjacency, finishes, fixtures and equipment. 2. Specific standards for evaluation and the CCSD programming or “Ed Spec” comparison standard will be provided prior to assessment start.
<p>F. Develop Facility Capital Renewal Needs</p>	<ol style="list-style-type: none"> 1. Consultant shall analyze and synthesize information from the Facility Systems Inspection (Steps A through D, above) and from the Functionality Assessment (Step E, above) results to produce a statement of capital needs for the district. 2. Consultant shall calculate and consider applicable performance indicators, such as the Facility Condition Index (FCI), in the generation of the statement of capital needs. 3. The statement of needs shall be the product of a joint assessment review conducted between the consultant and the Facilities Maintenance Department Managers. 4. The joint assessment will include assignment of a condition “C” Code of 1 – 4 to each building system assessed. Coding will be based on APPA FCA BOK Chapter 15 or similar. 5. The statement of needs shall recommend, where efficient or academically practical, the replacement of a building, portion of a building or an entire facility on a campus or site in lieu of continued renovation or modernization. 6. The statement of needs shall be organized by site, in general. A special section may be used for district-wide needs, including, where assessed as economically or functionally feasible, any opportunities to combine or consolidate programs or sites.
<p>G. Develop Ten-Year Facilities Projects List (FY2018 - 2027)</p>	<ol style="list-style-type: none"> 1. Consultant shall develop a proposed list of construction, major repair or equipment installation projects for the CCSD Maintenance Capital Planning Program. 2. The Ten Year Projects List shall be based on and consistent with the statement of Capital Renewal Needs in Step F., above, and prior steps.

Attachment 4
Minority Participation Affidavit

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

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

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

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

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

Attachment 5

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal

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

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

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes

Responsiveness will be evaluated against the solicitation **not** against this checklist.

You do not need to return this checklist with your response.

**Attachment 6
QUESTIONNAIRE**

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from agencies you have performed similar services for in the past two (2) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone # _____

**Attachment 7
CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM**

BID TITLE: B2009 ATHLETICS FACILITIES CONDITION ASSESSMENT

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to Charleston County School District. Our objections are.....

- 6. We do not sell the items/service on which bids are requested.
- 7. Other

- 8. We wish to remain on the bidders’ list.
- 9. We wish to be deleted from the bidders’ list.
- 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____