Georgetown County School District **Business Services** **Procurement Office** 2018 Church Street Georgetown, S.C. 29440 Phone (843) 436-7000	Solicitation Type: Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address:	Request for Proposals 2526017 04/01/2026 Crystal McCracken (843) 436-7026 cmccracken@gcsd.k12.sc.us

DESCRIPTION: Construction Management at Risk Services (CM-at-Risk)

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

SUBMIT OFFER BY (Opening Date/Time): **5/1/2026 at 2:00 p.m.** (EST) (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY(Date/Time): **4/14/2026 at 10:00 a.m.** (EST) (See "Questions from Offerors" provision)
SUBMIT QUESTIONS TO: cmccracken@gcsd.k12.sc.us

NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES BELOW:

PHYSICAL ADDRESS:
Georgetown County School District
Office of Procurement Services
Attn: Crystal McCracken Solicitation # 2526017
2018 Church Street
Georgetown, SC 29440

MAILING ADDRESS:
Georgetown County School District
Office of Procurement Services
Attn: Crystal McCracken Solicitation # 2526017
2018 Church Street
Georgetown, South Carolina 29440

See "Submitting Your Offer" provision.

CONFERENCE TYPE: ☐ **MANDATORY** ☐ **NOT MANDATORY** ☒ **N/A** **DATE & TIME**: Click or tap to enter a date. **at** **(EST)** As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	**LOCATIO**N:

AWARD & AMENDMENTS	Notice of Award and any addendums to the solicitation will be posted on the GCSD website at: Documents | Georgetown County School District

You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions)

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (tax-exempt) ☐ Corporate entity (not tax-exempt) ☐ Government entity (federal, state, or local) ☐Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror **must** be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	**NOTICE** ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code: / Number: / Extension: / Facsimile:
	E-Mail Address:
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	**ORDER ADDRESS** (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
	Order E-Mail Address:
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (**check only one**)	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (**check only one**)

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%) ____	20 Calendar Days (%) ____	30 Calendar Days (%) ____	_____Calendar Days (%)

PROCUREMENT CARD Do you accept purchasing (Mastercard) cards to facilitate ordering and payment? ☐ Yes ☐ No

ACKNOWLEDGEMENT

Have you clearly listed any deviations from the requested specifications and fully explained such deviations? ☐ Yes ☐ No

Failed projects, suspensions, debarments, and significant litigation exist. ☐ None exist ☐ Yes If yes, below is a list of failed projects, suspensions, debarments, and significant litigation exist.

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the Offeror should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the Offeror by notation in the lower left corner of the cover of each Offeror with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offerors shall be signed by only those Company officials or agents duly authorized to sign bid/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if Offeror is submitting confidential information, one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

Return all with boxes checked:

- ☐ **(1) Original** hard copy of complete offer;
- ☒ **(1) Original** hard copy and 6 copies (marked 'copy');
- ☒ **(1) Original** submitted electronically on USB Flash Drive;
- ☐ **(1) Original** and copies submitted electronically on USB Flash Drive;
- ☒ **(1) Redacted** copy (marked 'redacted') submitted electronically on USB Flash Drive **IF** you are submitting confidential information;
- ☐ **Other:**

(see Section II A "Submitting Confidential Information")
(see Section II B "Electronic Copies – Required Media and Format")
(see Section IV "Submitting Redacted Offerors provision)

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I. SCOPE OF SOLICITATION

The purpose of this solicitation is for Georgetown County School District (GCSD) to solicit offers from qualified sources to provide Construction Management at Risk Services (CM-at-Risk) in accordance with all requirements stated herein.

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

MAXIMUM CONTRACT PERIOD -– ESTIMATED): Start date:07/01/2026 End date:06/30/2031. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. Contract is for one (1) year with the option to renew on an annual basis for up to four (4) years in one (1) one-year increments. The maximum potential contract life is five (5) year. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS:

DEFINITIONS, CAPITALIZATION, AND HEADINGS
CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION UNLESS EXPRESSLY PROVIDED OTHERWISE

ADDENDUM means a document issued to supplement or revise the original solicitation document.
AMENDMENT means an agreed addition to, deletion from, correction, or modification of a document or contract.
BOARD means the Georgetown County School District's Board of Education; the governing body of the District.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity
BUYER means the purchaser or procurer of products and services.
CHANGE ORDER means any written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the Contractor) request that directs the Contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans, or specifications of the project.
CONTRACT means all types of Georgetown County School District's agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.
CONTRACT MODIFICATION means a written alteration in specifications, delivery point, frequency of delivery, period of performance, price, quantity, or other provisions of the contract, accomplished by mutual agreement of the parties to the contract.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COOPERATIVE PURCHASING means procurement conducted by, or on behalf of, more than (1) public procurement unit.
DAYS means calendar days.
DIRECTOR OF PROCUREMENT means the individual who is responsible for the daily procurement activities of the District.
DISTRICT means a governmental entity governed by an elected Board of Education, which appoints a Superintendent to carry out policies established by the Board. This refers to the Georgetown County School District hereinafter referred to as the "District".
GEORGETOWN COUNTY SCHOOL DISTRICT (GCSD) is a public-school district serving Georgetown County, South

Carolina.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal as Offer to Contract.
PROCUREMENT OFFICER means any person acting within the scope of his/her authority and duly authorized by Georgetown County School District to enter into and administer contracts and make written determinations and findings with respect thereto, as identified as such on either the Cover Page, an amendment, or an award notice.
SOLICITATION means this document, including all its parts, attachments, and any Addendums.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the Work.
US or **WE** means Georgetown County School District.
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
YOU and **YOUR** means Offeror.

ADDENDUMS 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 Addendums: http://www.gcsd.k12.sc.us/?PN=Pages&SubP=Level1Page&L=3&DivisionID=14195&DepartmentID=14702&SubDepartmentID=6626&PageID=23930 (b) Offerors shall acknowledge receipt of any addendum to this solicitation (1) by signing and returning the addendum, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the addendum. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer or designee is the only Georgetown County School District's official authorized to bind the District with regard to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location specified on the Cover Page, or if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

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

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing, documenting the fact(s) of Offeror's error.

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

BOARD AS PROCUREMENT AGENT: The Procurement Officer is an employee of the Board acting on behalf of the Georgetown County School District pursuant to the District's Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making 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 Georgetown County School District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (MODIFIED): The Georgetown County School District's Procurement Code is available at: http://www.gcsd.k12.sc.us/?PN=Pages&SubP=Level1Page&L=3&DivisionID=14195&DepartmentID=14702&SubDepartmentID=6626&PageID=23930

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

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of Georgetown County School District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Georgetown County School District's Office of Procurement as instructed on the Cover page prior to the bid opening or the District's mail room which services that purchasing office prior to the opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a Contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, Georgetown County School District may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity

to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA: (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected," (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you Table of Clauses 26 Clause # Text Guidance on Use redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected." By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected." (All references to S.C. Code of Laws.) [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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by addendum. Offeror assumes responsibility for any patent ambiguity in

the Solicitation that Offeror does not bring to the District's attention See clause entitled "Questions from Offerors."

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

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

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that Georgetown County School District may be required to pay.

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

PROTESTS: (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to Lisa Johnson, Chief Procurement Officer. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order.

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with Georgetown County School District or its employees, agents or officials regarding any aspect of this procurement activity****, unless otherwise approved in writing by the Procurement Officer****.*** All communications must be solely with the Procurement Officer.] [R. 19-445.2010]
(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract***. You represent that your offer discloses any gifts made,***

directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.

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

QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any addendum must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) Georgetown County School District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

All questions should be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover paged. The preferred method of receiving questions is via e-mail with the subject **"QUESTIONS in reference to Solicitation # 2526017** and a Microsoft Word attachment using the following format:

Question Number	IFB Section Reference	IFB Page Number	Question

REJECTION/CANCELLATION: Georgetown County School District may cancel this solicitation in whole or in part. Georgetown County School District may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS: (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the district, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SCHOOLS – GEORGETOWN COUNTY SCHOOL DISTRICT'S OFFICE OF PROCUREMENT SERVICES CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at

Georgetown County School District's Office of Procurement as 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 processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If Georgetown County School District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

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

VENDOR REGISTRATION: Offerors who have not provided products/services to Georgetown County School District in the past or have not updated your companies profile with the District via of a completed vendor application and W-9 within the past three (3) years, please complete the vendor application along with the W-9 and submit with your offer.

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

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed nonresponsive and not considered for award.

MAIL PICKUP: The District's mail is delivered from the US Postal Service once daily before noon (excluding weekends and holidays. Mail is routed internally at non-specific times. The risk of being delivered late is placed upon the Offeror. See provision entitled Deadline for Submission of Offer.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED: In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening.

PROTEST-CPO – GCSD ADDRESS: Any protest must be addressed to the Mrs. Lisa Johnson, Chief Procurement Officer, Georgetown County School District, and submitted in writing (a) by email to ljohnson@gcsd.k12.sc.us, (b) by post or delivery to 2018 Church Street, Georgetown, SC 29440.

III. SCOPE OF WORK / SPECIFICATIONS:

INTRODUCTION: Georgetown County School District is coextensive with the county and is located on the southern end of South Carolina's "Grand Strand". The District is bordered on the east by the Atlantic Ocean, the south by Charleston County, the west by Williamsburg County and the north by Horry County. The land area of the District encompasses 812 square miles. Our District serves students in the towns of Georgetown, Andrews, Pawleys Island, and the rural areas in Georgetown County. The school district is comprised of 19 schools with approximately 10,000 students in grades pre-K through 12. Currently, there are nine (9) elementary schools, four (4) middle schools, and four (4) high schools, as well as the Howard Adult Center (that serves approximately 500 participants) and JB Beck Education Center in GCSD.

For more information about Georgetown County School District, please view our District website at www.gcsd.k12.sc.us.

STATEMENT OF WORK: It is the intention of Georgetown County School District to select a qualified contractor to provide expertise in Pre-Construction Phase Services and Construction Phase Services (CM-at-Risk) for a proposed New Girls Field House (Project A) and other future Capital projects (Project B). This work shall be performed pursuant to an AIA form contract as modified by the District, with a guaranteed maximum price (GMP). The service requested along with any additional requirements not listed are planned to begin immediately after contract award and span no more than a five-year term.

Greenberg Farrow will serve as the architect for the proposed new field house; other projects will be allocated once an Architect/Engineer has been contracted.

The selected Contractor will serve as an integral member of the project team providing expertise during the Pre-Construction Phase. The Contract's expertise should include, but not be limited to, knowledge of construction means and methods, knowledge of materials and placement methods, cost estimating/value engineering, skilled trade considerations, and significant successful experiences with state/local government entities as well as local subcontractors. The services related to Pre-Construction Phase activities will include, but are not limited to, cost estimating, development of a project scope, project scheduling, construction packaging and phasing, permitting/process planning and coordination of the subcontractor/vendor solicitation, sub-contractor pre-qualification, projection of construction cost and cash flow, and value engineering.

The Contractor and District will agree to an amendment of the contract in which the scope of construction services and a Guaranteed Maximum Price (GMP) for the Construction Phase of the project will be determined.

Unless otherwise stated herein, the basic and governing language for the Contract resulting from this solicitation shall be comprised of the Request for Proposal documents, including any attachments and amendments, and the successful offeror's proposal. In the event of a conflict between the two documents, the RFP shall govern.

Firms interested in submitting their qualifications and proposal for consideration are encouraged to carefully review this document, and submit a response providing all of the requested information in the format requested.

This solicitation does not commit the District to award a contract for services or pay any costs incurred in the preparation of a proposal or any pre-contract expense. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this request for qualifications/proposals, without liability whatsoever, if it is in the best interest of the District to do so or if funding is not available.

The evaluation/selection committee shall rely upon all representations made by the offeror to the District, whether verbal or written, during the evaluation process. The District's reliance on the offeror's represented expertise with the

types of services outlined in this document, and may be incorporated into any, and all, formal agreements between the parties that may result from this selection process.

Furthermore, the terms, advisor, consultant, contractor, firm, offeror, or vendor may be used interchangeable throughout this document.

SCOPE OF WORK: Project A is a New Girls Field House to be located at 2412 Kings River Road, Pawleys Island, SC 29585. The building will be approximately 2,200 square foot, single story, freestanding facility with two locker rooms (housing roughly 30 lockers each), two restrooms (toilet and lavatories only), coaches office space with a private restroom (shared by four members) and storage rooms for three sporting activities. The owner's budget range for Project A, is presently between $700,000 to $850,000. The owner's schedule is to have the project completed by May of 2027.

Project B includes but not limited to Other Capital projects identified below.

- Athletic Field Lighting Upgrades at various fields at three high school locations. The owner's budget range is presently between $1M and $1.25M with a completion date of February 2027.
- HVAC upgrade at three locations. The owner's budget range is presently between $2.5M and $3M with a completion date June 2027.
- Roofing upgrade at Georgetown High School. The owner's budget range is presently between $1.1M and $1.4M with a completion date of June 2027.
- Future Renovations/Additions to District Facilities. The owner's budget range is presently between $5M and $10M with no timeline determined yet.

DESCRIPTION OF SERVICES TO BE PROVIDED: The selected firm shall perform Pre-Construction and Construction Phase Services as set forth in modified AIA Documents. The firm must have appropriate bonding and insurance capacity to be considered for selection. The selected firm shall provide services from the conceptual stage through planning, design, construction, occupation, and contract closeout.

The scope of work consists of the following tasks:

Pre-Construction Services shall include but are not limited to the following:

a. Participate in program manager and design team meetings as required to facilitate the design process.
b. Evaluate the design during developments: providing analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
c. Evaluate construction documents for constructability, maintainability, potential problems, errors and compliance with the construction budget.
d. Develop a construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stated cost limitation.
e. Provide cost estimating, cost management, value analysis, and value engineering.
f. Provide cost estimating of alternative means, methods, materials and configurations of the design.
g. Provide cost estimating of individual construction packages.
h. Develop a construction budget to be maintained throughout the design and construction to conform with the Guaranteed Maximum Price for the Project.
i. Guaranteed Maximum Price: At an appropriate point in the project and subject to contractual negotiations, the CM at-Risk shall issue to the District a guaranteed maximum price backed by a surety bond. The project(s) shall be constructed within the Guaranteed Maximum Price. To the extent professionally responsible, the firm will overlap the Design Development and Construction Phases when components are conducive to early construction starts, reflecting such in the project schedule.

Construction Phase Services shall include but are not limited to the following:

a. Develop requirements for safety, quality assurance, and schedule adherence.
b. Maintain on-site staff for construction management.
c. Maintain a system for tracking the timely submittal, review, and approval of submittals.
d. Coordinate, conduct, and document regular construction meetings.
e. Prepare and submit change order documentation for review and approval by the Architect, Program Manager, and the District.
f. Maintain on-site records and submit monthly progress reports to the Architect and the District.
g. Maintain quality control and ensure conformity to contract documents.
h. Reconcile construction contract requirements with the construction budget.
i. Assist the District with required permits and inspections.
j. Develop and maintain a detailed design and construction schedule indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
k. Provide site reports and summary monthly progress reports.

Miscellaneous:

- Construction may not commence until the bonding requirements have been satisfied.
- Construction may not commence for any portion of the construction until after the District and the selected firm have contracted for a fixed price or a GMP regarding the portion being considered for construction.
- The Contractor shall assist the Architect in preparation of construction specifications for the project designed and fully defining the scope of work to be performed.
- Contractor shall stimulate interest and attract quality subcontractors and suppliers to participate in the bidding of the project(s). The Contractor shall keep detailed records of contacts and efforts made for review by the Architect and the District.
- The Contractor shall conduct the bidding of all trades in a manner that shall promote equity and fairness in the solicitation process. The District and Architect shall have the right to participate in and/or make recommendations for selection of subcontractors. The Contractor shall award trade contracts acceptable to the District and shall hold and administer all subcontractor and supplier contracts.
- The selected firm may not self-perform any construction work for which subcontractor bids are invited, unless no acceptable bids are received, or a subcontractor fails to perform. The contract with construction manager at-risk requires the construction manager at-risk to invite bids for all major components of construction work.
- The District reserves the right to pre-qualify and/or approve subcontractors.

For the purposes of this solicitation and proceeding contract, a GMP contract is a construction agreement where the contractor commits to completing a project without exceeding a specified maximum price. This maximum price includes all direct costs such as labor, materials, equipment, subcontractor fees, and the contractor's overhead and profit. If the project costs exceed the GMP due to unforeseen factors, the contractor absorbs the additional expenses, protecting the owner from budget overruns.

POTENTIAL RFP TIMELINE: The following proposed timeline will be used in this RFP. Any additions, deletions, or changes to the timeline will be posted on the District's Procurement website at:

RFP Issued	04/01/2026
Deadline for Questions	04/14/2026 by 10:00 AM (EST)
Addendum Issued	04/16/2026 by 2:00 PM (EST)
Offers Due	05/01/2026 by 2:00 PM (EST)
Offers Reviewed and Evaluated	04/30/2026 – 05/14/2026

Interviews/Presentations (If Required)	Week of 06/01/2026
Notice of Intent to Award Issued	On or before 06/11/2026

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the district in its purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT:

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

REQUIRED PROPOSAL INFORMATION AND FORMAT SUBMITTAL: In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. Any portion not included will be cause for possible elimination from the proposal process. Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Submission of proposals indicates Offeror's acceptance of the evaluation technique and Offeror's recognition that some subjective judgements must be made by District during the determination of ranking order and award. The district reserves the right to select or reject any and all responses as a result of this Request for Proposal. The District is not liable for any costs incurred by any person or firm responding the this Request for Proposal.

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP of the District will be deemed non-responsive. To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be disregarded.

Do not exceed 50 pages total, 8 ½ x 11 sized pages, excluding front cover, tabs, resumes, back cover, and required forms/licenses/certifications. If printed on both sides of paper, proposal shall be limited to 25 pages.

The Proposal shall include the information listed below, tabbed and indexed in the following sequence:

1) Cover Letter
    - Each proposal shall include a one-page cover letter at the beginning of the proposal. The cover letter shall provide a brief overview, and summarize the key strengths of the submitting firm.
    - Offeror shall include the solicitation Cover Page (page 1) and Page 2 completed and signed.
2) Firm overview & Proposed Management Team (35%)
    - Company Information
        - History of company including key management.
        - Location of corporate headquarters and other divisional offices.
        - Location of office(s) which will be involved in this project during both pre-construction and construction.
        - Provide a current copy of State of South Carolina Contractors/Construction Manager's License. Appropriate business licenses will be required prior to project award.

- Pre-Construction and Construction Project Team
  - Provide resumes describing your anticipated Project Team, along with their individual and team experience in projects similar in nature to the proposed project. Identify current obligations and project assignments.
  - Include an organizational chart identifying key individuals and their responsibilities.
  - Specifically identify your assigned Project Manager and possible Superintendent for the Project. The selected contract must commit to maintain the same person as Project Manager for the entire duration of the project.

3) Relevant Construction Experience (35%)
   - Describe your previous experience in providing similar services. Provide a minimum of three (3) most similar projects your firm has completed, and include the following information, emphasizing your firm's CM-at-Risk experience on public projects and prior experience in educational planning, pre-construction and construction of K-12 projects of similar scope.
     1. Project name, location & description
     2. Original GMP compared to final cost
     3. Original schedule compared to actual completion time
     4. Reference for the project with name, address and phone number
4) Approach to CM-at-Risk (15%)
   - Describe your general approach to the cost, schedule, quality control, and safety methods for this project as they relate to CM-at-Risk.
   - Describe your firm's project management systems and how your firm intends to provide pre-construction and construction management services.
5) Proximity to Site (5%)
   - Identify the location of the managing home office and its proximity to Georgetown County School District. Describe how your company would provide adequate supervision, oversight, and involvement from company executives.
6) Financial Information & Claims History (5%)
   - Provide a compliance letter from your bonding company showing consent to provide 100% Performance and payment Bonds for your services as a Contractor. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of South Carolina. The certificate of insurance should be addressed to the District and be dated within 30 days of the RFP due date.
   - Describe all instances of project disputes, which, in the last five (5) years, reached the level of:
     1. Formal mediation, arbitration, or litigation;
     2. Significant settlements with clients, contractors, or sub-contractor; or
     3. Current significant pending claims or suits.
     4. For each dispute, describe the parties involved, the nature of the dispute, and the amount of the dispute.
   - Identify any occasion in the past five (5) years where any Surety was required to pay any claim against any Payment Bond furnished by the Proposer for any project.
   - Identify any occasion in the past five (5) years where any Surety was required to render or secure performance due to any district under any Performance Bond furnished by the Proposer for any project.

- Identify any occasion in the past five (5) years where any Surety requested any district of a project in which the Proposer had furnished Performance and/or Payment Bonds to make any payment(s) by joint check to the Proposer and Surety.
- Provide a certificate showing your current Commercial General Liability insurance policy and any other insurance policies that would be applicable to the project.
- Provide your current bonding rate schedule.

7) Fees (5%)
   - The fee portion will be scored after all other sections of the proposal are scored. Include the fee proposal in a separate envelope marked "Confidential – Fee – Firm Name _____".
   - The District intends to negotiate a fair and reasonable fee with the successful proposer upon significantly more detailed information and review of design and scope than is possible in the RFP context. However, for proposal purposes, please include information on your firm's typical fee schedule.
   - Fees and any reimbursable costs of performance that will not be included into the Cost of the Work of each GMP addendum will be negotiated with the apparent most advantageous proposer, after the Selection Committee has information relating to the proposer's ability to bring value to the Project through its services. If the District determines that reasonable fees cannot be agreed upon, the District may formally terminate the negotiation and proceed to open negotiations with the next highest-ranked proposer.

For consistent comparison, base your fee assumptions on a $1 million addition project with a 12-month construction schedule.

Pre-Construction Phase Fee (lump sum dollar amount): $_____

Construction Phase Fee (not including general conditions): _____ percentage

SUBMITTING REDACTED OFFERS: If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on a USB flash drive. Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your offer does not contain "Confidential Information", a redacted copy is not required.

V. QUALIFICATIONS:

QUALIFICATION OF OFFEROR: (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be**

considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent company corporate guaranty, that you offer to provide.

a) The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.
b) Three (3) references of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.
c) Must have a clear understanding of industry standards and best practices.
d) Offeror shall provide with their proposal copies of all appropriate certifications, license and permits, as well as evidence to support the documentation. Failure to provide this information may make you bid non-responsive.
e) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.
f) Must have the capacity to acquire all bonds, escrows or insurance as outlined in the terms of this RFP.

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "District information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, **and point of contact.** In determining your responsibility, the District may evaluate your proposed subcontractors.

VI. AWARD CRITERIA:

AWARD CRITERIA – PROPOSALS: Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the district.

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

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

EVALUATION FACTORS – PROPOSALS: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Potential and actual proposers shall not contact members of the Board of Trustees or the District Evaluation/Selection Committee at any time during the evaluation and selection process with the purpose of influencing the outcome of the competition.

A) Evaluation of Offers

1. RESPONSIVENESS: Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Officer shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgement that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee.
2. EVALUATION CRITERIA: Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Evaluation/Selection Committee. The proposals that meet the stated qualifications and submission requirements shall be ranked utilizing the evaluation criteria state below. Once an initial ranking of all proposals has been conducted, the district may elect to award to the top ranked offeror/firm or conduct interviews with the three highest ranked offers/firms. If the Evaluation/Selection Committee elects to interview the top ranked offer/firms, a list of offerors/firms selected for interview shall be sent to all offerors/firms that submitted a proposal.

Criteria	Points
Firm Overview & Proposed Management Team	35
Relevant Construction Experience	35
Approach to CM-at-Risk	15
Proximity to Site	5
Financial Information & Claims History	5
Fees	5
Total	100

3. INTERVIEWS: The District Evaluation/Selection Committee reserves the right to conduct interviews with the highest ranked Offeror(s) after the initial evaluation has been completed. The primary purpose of the interviews shall be to provide such further information as may be required by the District Evaluation/Selection Committee to fully acquaint itself with the relative qualifications of the short-listed firms with regard to the project(s) and the Owner's needs. Elaborate presentations are discouraged, the Owner's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Interviews will be conducted on-site at JB Beck Administrative Building, 2018 Church Street, Georgetown, SC 29440. Any cost associated with the interview process shall be the responsibility of the Offeror.
4. NEGOTIATIONS: Offerors shall be ranked from highest to lowest total point scores. Negotiations shall commence with the offeror receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with an offeror or the District determines that no satisfactory contract can be negotiated.

The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

VII. TERMS AND CONDITIONS – A. GENERAL:

ASSIGNMENT, NOVATION AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, Contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If Contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, Contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Georgetown County School District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all GCSD contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by GCSD upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

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

CONTRACT AWARDED PURSUANT TO CODE: Any contract resulting from this solicitation is formed pursuant to the Georgetown County School District Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting GCSD's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation (i) a purchase order or other instrument submitted by GCSD or (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by GCSD. Any document signed or otherwise agreed to by persons other than the Procurement Officer of record shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in

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

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the District's Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Florence County, State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

FIXED PRICING REQUIRED: Any pricing provided by Contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit Contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires GCSD to indemnify, defend, or pay attorney's fees to anyone for any reason.

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

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

ORGANIZATIONAL CONFLICT OF INTEREST: (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The district may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the district may terminate the contract for default.

PAYMENT & INTEREST: (a) GCSD shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by GCSD. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, GCSD shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to GCSD shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all its common law equitable and statutory rights of set-off.

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

- Name of business;
- Contract number or other authorization for delivery of service or property;
- Complete description per individual line item;
- Price and quantity of property or service delivered or executed;
- Shipping and payment terms;
- Name where applicable;
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
- Other substantiating documentation of information as required by the contract;

Invoices shall be provided to Georgetown County School District at the address below. An itemized invoice shall be provided even if payment is made with a District purchasing card.

Georgetown County School District
Attn: Accounts Payable
2018 Church Street
Georgetown, SC 29440

During the term of the contract, if the District identifies items that have been overcharged, the Contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the District may result in the contract being terminated.

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

PURCHASE ORDERS: CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM GEORGETOWN COUTNY SCHOOL DISTRICT. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

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

TAXES: Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by GCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by GCSD. It shall be solely GCSD'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. If the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by GCSD to Contractor, Contractor shall be liable to GCSD for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

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

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

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

(a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for GCSD in accordance therewith;
(b) Method of shipment or packing;
(c) Place of delivery;
(d) Description of services to be performed;
(e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) Place of performance of the services.
(g) Product upgrades and new products that are offered by manufacturer.
Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

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

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

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

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

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(c) Georgetown County School District, and the officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the District has received a waiver of subrogation endorsement from the insurer.

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

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

CONTRACTOR PERSONNEL - OBLIGATION: Contractors are responsible for the conduct of their employees, representatives, agents and for their subcontractors' as well as for their sub-subcontractor's employees, representative and agents. Suppliers are considered Contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. The Contractor shall enforce strict discipline and good order among all persons, regardless of their title, hired to carry out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "Contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. <u>These are mandatory conditions for doing business (whether directly or indirectly) with Georgetown County School District</u>. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are always worn . The ID shall include the name of the individual, his/her picture and the name of their employer.

CONTRACTOR'S OBLIGATION – GENERAL: The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The Contractor must act as the prime Contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact regarding all situations, including payment of all charges and the meeting of all other requirements.

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

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

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

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

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

(f) GCSD shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. GCSD may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of GCSD, be the same as if the termination had been issued for the convenience of GCSD. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of GCSD, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the Contractor's rights under the Disputes clause.
(h) The rights and remedies of GCSD in this clause are in addition to any other rights and remedies provided by law or under this contract.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or

(b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

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 the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the district pursuant to this contract shall belong exclusively to the Georgetown County School District.

PERFORMANCE BOND REQUIRED – RFP: As a condition of the execution of the contract, the Contractor shall supply a performance bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the district, are not under the control of the Contractor, are payable to Georgetown County School District upon written demand to the holder of the security, and are subject to the direction of the district if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the district from all costs and damages by reason of the Contractor's default, breach, or failure to satisfactorily complete any of the following terms: Payment to all entities, individuals, and the like furnishing of labor or materials in connection with this contract; and/or The successful execution of the final implementation plan, including satisfactorily meeting the performance or test requirements on the dates specified in the final implementation plan and the acceptance requirements and/or Full and satisfactory performance of the ongoing obligations contained in this RFP, any amendments and any subsequent contract between Georgetown County School District and the Contractor. In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the district shall have the right to draw against the security such sums as are necessary to make the district whole, to secure and compensate the district for substituted services or other forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the district may be entitled. The security shall be for the benefit of the district, payable only to Georgetown County School District at its discretion pursuant to the terms of this section, shall be in the face amount of the contract and shall be non-exclusive and in addition to all other remedies available to the district under this RFP or the contract, or by law. The Contractor shall establish the security not later than ten (10) days after execution of the contract, and failure to satisfy this requirement will void the contract. Any interest or other income resulting from the security shall become and remain the property and possession of the Contractor and shall be payable to the Contractor. The Contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the district's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the district.

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) By unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICING DATA – AUDIT – INSPECTION: [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either

(1) any award to Contractor pursuant to 11-35-1530 or 11-35- 1560, if the total contract price exceeds $500,000, or

(2) execution of a change order or contract modification with Contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties.

(b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The district may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2).

(c) Inspection. At reasonable times, the district may inspect any part of your place of business which is related to performance of the work.

(d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and

(2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context).

(e) Subcontracts. You shall include the above text of this clause in all of your subcontracts.

(f) Nothing in this clause limits any other rights of the district.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES: (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, Contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the Procurement Officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
(b) Unless expressly provided in the solicitation, public contracts are not intended to provide Contractors an opportunity to market additional products and services; accordingly, in performing the work, Contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Officer) any additional products or services not required by the contract.
(c) Any reference to Contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that Contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.

STORAGE OF MATERIALS: Absent approval of the District, Contractor shall not store items on the premises of the District prior to the time set for installation.

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. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW: (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless Contractor receives notice that the District elects not to renew the contract at least 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the

Contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the District. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the Contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the Contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. ATTACHMENTS TO SOLICITATION – LIST OF ATTACHMENTS

The following documents are attached to this solicitation:
GCSD VENDOR APPLICATION FORM
OFFEROR'S CHECKLIST
REQUIRED SUBMITTALS
"SEALED BID" LABELS

REQUIRED SUBMITTALS for Solicitation # 2526017

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this solicitation, the instructions provided and the documents shown on this sheet need to be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration.

NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.

☒	Pages 1 & 2 (COVER SHEET)
☐	SUBMITTALS REQUIRED as per II. Instructions to Offerors – B. Special Instructions:
☐	SUBMITTALS REQUIRED as per III. Scope of Work / Specifications:
☒	SUBMITTALS REQUIRED as per IV. Information for Offerors to Submit:
☒	SUBMITTALS REQUIRED as per V. Qualifications:
☐	Page BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL
☒	SUBMITTALS NOT LISTED ELSEWHERE: GCSD Vendor Application Form

ATTACHMENTS TO SOLICITATION – "SEALED BID" LABELS

Cut along the outer border and affix this label to your envelope to identify it as a "Sealed Bid/Proposal". Be sure to include the name of the business submitting the offer.

SEALED BID/PROPOSAL – DO NOT OPEN
SOLICITATION NO: 2526017

DELIVER TO: GEORGETOWN COUNTY SCHOOL DISTRICT
OFFICE OF PROCUREMENT SERVICES
2018 CHURCH STREET
GEORGETOWN, SC 29440

SUBMITTED BY: _____
NAME OF OFFEROR (FULL LEGAL NAME OF BUSINESS SUBMITTING THE OFFER)

SEALED BID/PROPOSAL – DO NOT OPEN
SOLICITATION NO: 2526017

DELIVER TO: GEORGETOWN COUNTY SCHOOL DISTRICT
OFFICE OF PROCUREMENT SERVICES
2018 CHURCH STREET
GEORGETOWN, SC 29440

SUBMITTED BY: _____
NAME OF OFFEROR (FULL LEGAL NAME OF BUSINESS SUBMITTING THE OFFER)

Procurement Office Use Only		
VENODR ID #	INITIALS	DATE

GEORGETOWN COUNTY SCHOOL DISTRICT VENDOR APPLICATION FORM

BUSINESS FULL LEGAL NAME & ADDRESS:

REMITTANCE ADDRESS (Attach a blank copy of your invoice.):

PHONE: _____ FAX: _____ PHONE: _____ FAX: _____

TOLL: _____ CELL: _____ TOLL: _____ CELL: _____

➔ WEBSITE ADDRESS: _____

➔ **EMAIL ADDRESS FOR ELECTRONIC PURCHASE ORDER TRANSMITTALS TO BE EMAILED:** _____

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER/PRESIDENT: _____ PHONE: _____ FAX: _____

➔ EMAIL ADDRESS FOR OWNER / PRESIDENT: _____

PARTNER: _____ PHONE: _____ FAX: _____

SALES REPRESENTATIVE: _____ PHONE: _____ FAX: _____

➔ EMAIL ADDRESS FOR MAIN SALES CONTACT:

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: (Check all that apply)

- ☐ Attorney
- ☐ Construction (Inc.)
- ☐ Construction (not Inc.)
- ☐ Corporation (Inc.)
- ☐ Distributor / Dealer
- ☐ Governmental
- ☐ Individual
- ☐ Manufacturer
- ☐ Medical Services
- ☐ Partnership (LLP)
- ☐ Partnership (not Inc.)
- ☐ Research & Dev
- ☐ Sales & Service
- ☐ Sales (only)
- ☐ Service Provider
- ☐ Small Business
- ☐ Wholesaler / Retailer
- ☐ Other _____

Are you subject to IRS 1099 reporting for income tax purposes?

☐ Yes ☐ No ☐ I don't know

INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

- ☐ Books & Similar Materials
- ☐ Computer Hdwr / Software
- ☐ Construction (Specify Below)
  - ☐ Electrical
  - ☐ Masonry
  - ☐ Mechanical / HVAC
  - ☐ Painting
  - ☐ Plumbing
  - ☐ Roofing
  - ☐ Other (specify)
- ☐ Equipment
- ☐ Food Products
- ☐ Other (specify) _____
- ☐ Furniture
- ☐ Landscaping / Lawn Maint.
- ☐ Printing
- ☐ Rentals (specify)
- ☐ Repairs(specify)
- ☐ Services (specify)
- ☐ Supplies (specify)
- ☐ Telecommunications
- ☐ Vehicles / Trucks

IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and $50 penalty. ** *This serves as a substitute Federal W-9*****

➔**For individuals, enter social security number (SSN):**	
➔**For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):**	
➔**For partnerships, corporations or others, enter FEIN:**	
➔**For verification of sales tax collection authority, enter State of SC Sales Tax License Number:**	

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Georgetown County School District.

Authorized Signatory | Print Name & Title | Date Completed

BIDDER'S CHECKLIST

AVOID COMMON MISTAKES

Review this checklist prior to submitting your bid. Failure to follow this checklist may risk having your bid rejected.

- **DO NOT** INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS OR ADDITIONAL BOILERPLATE CONTRACT CLAUSES. GEORGETOWN COUNTY SCHOOL DISTRICT WILL NOT RECOGNIZE OR SIGN ALTERNATE OR SUBSTITUTE CONTRACTS. THE TERMS AND CONDITIONS STATED IN THIS SOLICITATION BECOMES THE CONTRACT AFTER AWARD!

- MAKE SURE YOUR BID **DOES NOT** CONTAIN ANY ADDITIONS, DELETIONS, OR CONDITIONS.

- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT** MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!

- ALL CORRECTIONS MADE BY BIDDER MUST BE INITIALED BY THE BIDDER PRIOR TO SUBMITTING.

- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS?

- HAVE YOU COMPLETED THE VENDOR APPLICATION?

- MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE AND IS SIGNED (IN INK) BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

- MAKE SURE YOUR BID INCLUDES THE CORRECT NUMBER OF COPIES REQUESTED.

- MAKE SURE YOUR BID INCLUDES EVERYTHING REQUESTED!

- **IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! AFTER OPENING, IT IS TOO LATE!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help Bidders 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.

END OF SOLICITATION