



Request for Proposal
Architectural & Engineering Indefinite Delivery Contract
RFP Solicitation Number: OPS 2015-002
DATE POSTED: January 15, 2015

RETURN PROPOSALS NO LATER THAN:

CLOSING DATE: February 4, 2015

CLOSING TIME: 2:00 p.m.

MAIL OR HAND DELIVER PROPOSAL TO:

SCHOOL DISTRICT OF NEWBERRY COUNTY

Attn: Bryan Gresham, Procurement Coordinator

3419 Main Street, PO Box 718

Newberry, S.C. 29108

NOTE: FAX AND OR EMAIL RESPONSES TO THIS RFP ARE NOT ACCEPTABLE

THE SCHOOL DISTRICT OF NEWBERRY COUNTY (SDNC) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED PROPOSAL RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

NAME OF COMPANY

MAILING ADDRESS

(AREA CODE) PHONE NUMBER

CITY

STATE

ZIP CODE

FACSIMILE NO.

FEDERAL ID OR SOCIAL SECURITY NO.

SC Contractor's License # (if applicable)

EMAIL ADDRESS: _____ **SC CERTIFIED MINORITY VENDOR: Yes or No (circle one)**

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

1. SUBMISSION OF A RESPONSE TO THIS PROPOSAL DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
2. COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44-107-10, ET SEQ. S.C. CODE ANN, (1976). *(Applicable to awards in excess of \$50,000.00).*
3. COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310 (A) 2(3).
4. TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS PROPOSAL NUMBER.
5. COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN.
6. RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE SCHOOL DISTRICT OF NEWBERRY COUNTY PROCUREMENT CODE.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE (PRINT/TYPE)

DATE: _____

PROPOSAL MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID****



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GENERAL PROVISIONS

1. This solicitation does not commit the School District of Newberry County (District) to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.
2. The School District of Newberry County's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
3. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
4. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such Proposal shall immediately inform the Assistant Superintendent for Operations & Administration, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
5. **Addenda:** Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. ***At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, addendums will be posted at www.newberry.k12.sc.us Any addenda issued by the District shall become a formal part of this RFP OPS 2015-002.***

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP. No addenda shall be issued later than four (4) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The School District of Newberry County shall not be legally bound by any amendment for interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

6. **Proposal as Offer to Contract:** By submitting your Proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offerer.



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- 7. Affirmative Action:** The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 8. Ambiguous Bids/Proposals:** Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
- 9. Approval of Publicity Releases:** The Contractor shall not have the right to include the District's name in its published list of customers, without prior written approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.
- 10. Authorization and Acceptance:** The proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this Request for Proposal (RFP). The proposal must contain a statement to the effect that your proposal is firm for a period of sixty (60) days from the proposal due date or longer if so required by the District.
- 11. Awarding Policy:** The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Asst. Supt. for Operations and Administration shall award proposals in accordance with the District's Procurement Code.

The District reserves the right to make an award in total or in part, according to the best interests of the District. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.

- 12. Proposal Constitutes Offer:** By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.



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- 13. *Proposal Expenses:*** The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.
- 14. *Bidder's Qualification:*** No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.
- 15. *Clarifications:*** The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.
- 16. *Confidentiality:*** Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each part of the proposal they consider to contain proprietary information.
- 17. *Contractor Responsibility:*** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their proposal.
- 18. *Contract Documents:*** This RFP is the contract between the District and the awarded bidder(s)/proposer(s). The District shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Bidders should submit with their bid any other document(s) that the bidder wishes the District to review. Submittal of such document(s) does not constitute an acceptance by the District of any term(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the District, or are not in the best interest of the District, shall be determined to be non-responsive and unacceptable. The rights and authority of such determination is reserved solely by the School District of Newberry County. The District's RFP supersedes any respondent's proposed document(s).



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- 19. *Covenant Against Contingent Fees:*** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the School District of Newberry County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 20. *Correction of Errors in the Proposal:*** All prices and notations should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
- 21. *District Closings:*** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the School District Office 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 of the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.newberry.k12.sc.us
- 22. *District Regulations:*** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, NO WEAPONS, and DRUG-FREE policies. No work shall interfere with school activities or environments unless an authorized employee for the location gives permission.
- 23. *Excusable Delay:*** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform arises out of causes beyond the control of the contractor and without the fault or negligence of said contractor, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.



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24. Explanation to Prospective Proposers:

- a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals. **DEADLINE FOR SUBMISSION OF QUESTIONS: 01/21/2015 at 10:00 a.m.**
- b. Questions should be submitted in writing to: bqresham@newberry.k12.sc.us Any questions/clarifications to this RFP will be posted as an addenda at www.newberry.k12.sc.us
Note: No other District personnel shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.

Any response to the respondent's request for interpretation of documents will be made by addendum if the District believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

- c. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- d. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

25. Examination of Records:

The School District of Newberry County shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

- 26. 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 of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

- 27. Offeror Responsibility:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFP or contract.



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28. Posting of Award: All Proposers will receive an “Intent to Award” notice from the School District of Newberry County.

29. 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
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
- Other substantiating documentation of information as required by the contract

Rejection/Cancellation: The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

30. Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

31. Subcontracting: The Contractor shall not subcontract any portion of this contract without prior written approval from the school district, which consent shall not be unreasonably withheld, provided, Contractor remains liable for performance of all terms of this contract.

32. Unlawful Acts: The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.



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INSTRUCTIONS TO PROPOSERS:

1. The District requires that one (1) original and three (4) copies be submitted to the Procurement Coordinator no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.
2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's proposal, or if an Offeror's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.
3. When specifications or descriptive literature are submitted with the proposal, enter the proposer's name and address thereon.
4. **All proposals must be in a sealed envelope and have clearly marked on the envelope:**

Name of Firm
Address
Proposal # OPS 2015-002

NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all or portions of proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of the RFP. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP. The award to the successful proposer regarding this solicitation will be mailed to all proposers.

GENERAL TERMS AND CONDITIONS

1. **Addition of Newly Constructed Facilities:** The specifications and contractor requirements will apply to any new facilities in the District. The cost of providing all of the services specified in this RFP will be negotiated with the Assistant Superintendent for Operations & Administration, but will be proportional to the per building cost for similar District locations.
2. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Assistant Superintendent for Operations & Administration.
3. **Drug-Free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
4. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Note: No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by the School District of Newberry County (Title II ADA).

5. **Experience and Reference Checks:** The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, references, and any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.
6. **Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.



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7. **Indemnification:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).
8. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate.
9. **Price Adjustments: Not applicable for this RFP.**
10. **Right to Protest:** Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the awarding of a contract shall protest to the Assistant Superintendent for Operations & Administration within ten (10) days of the date of issuance of the Notice to Award.
11. **Submission of Data:** Each Proposer, upon request, shall submit evidence of liability of insurance, Workmen's Compensation (if required), and other data regarding experience relating to this RFP and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Worker's Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against the School District of Newberry County.

Upon request and/or prior to the commencement of work hereunder, potential proposers shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

The insurance coverage listed in Special Bid Conditions section of this RFP must be procured by the vendor(s) at their own expense.



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12. Termination: Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.

(a) Termination for Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision of this RFP shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

(b) Termination for Non-appropriations:

(a) Reduction in Scope: Any contract entered into by the School District of Newberry County shall be subject to cancellation without damages of further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation the School District of Newberry County reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning July 1, 2015 through June 30, 2016. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

The District's right to terminate the contract during the contract period will be governed by Item 12



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REQUEST FOR PROPOSAL

ARCHITECTURAL AND ENGINEERING SERVICES

SCOPE:

It is the intent of the School District of Newberry County to obtain the services of one or more highly qualified, reliable and creative architectural and engineering firm(s) for an Indefinite Delivery Contract (IDC). The terms of the contract will be negotiated following the selection process. It is the intent of the District to establish an annual contract with an option to renew annually for up to four additional years. In the event of an ongoing project not completed at the end of the final year, or if it is believed to be in the best interest of the District, the District would prefer the option of extending the contract for an additional two years. Any extension exceeding the additional two years must be approved by the school board. All services are to be complete from the initial planning stages through the final inspection of construction, through Final Completion of the project (as defined by the S.C. Office of School Facilities Planning and Construction Guide Section #103) and will include the development, assessing and reassessing of budgetary values of anticipated and planned projects with District officials.

Work must be phased to meet the financial and scheduling requirements of the District. The District anticipates projects to develop over the course of the IDC, but has no identified current plans for new construction, renovations, additions or other projects.

With this solicitation and according to The School District of Newberry County Procurement Code, “the School District shall request firms to submit a statement of qualifications and performance data.”

SCHEDULE:

The following is a list of key dates up to and including the date proposals are due to be submitted:

Requests for proposals issued	01/15/15
Deadline for submission of questions	01/21/15 10:00 a.m.
Response issued to all questions	01/23/15 5:00 p.m.
Due date for sealed proposal responses	02/04/15 2:00 p.m.

Anticipated Notification and Contract Dates

Technical Evaluation complete	02/11/15
45 minute Presentations/Interviews/Questions	02/24/15
Intent to Award Issued	03/17/15
Anticipated Contract start date	07/01/15



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OFFEROR REPRESENTATIONS:

1. By submitting a proposal, the Principal on behalf of the Offeror represents that he/she has read and understands the request for proposal requirements and that the proposal is made in accordance therewith;
2. That he/she understands the services as outlined in the request for proposal and any addenda thereto such that failure to request clarification shall be deemed a waiver of such need for clarification;
3. That the Offeror is a qualified architectural entity capable of providing architectural services in conformance with all rules, laws, statutes, and regulations of the industry as well as the State of South Carolina, and that the Principal knows of no reason why the Offeror or the Principal cannot enter into a contract with the State of South Carolina or the District;
4. That the Principal is licensed under the laws of the State of South Carolina and is an authorized representative of the Offeror, who has the authority to make such representations and offers on behalf of the Offeror and enter into such contractual arrangements binding the Offeror as identified in this request for proposal;
5. That the Principal and/or staff are LEED Accredited Professional(s), certified through the Green Building Certification Institute.
6. That any proposal submitted constitutes a firm offer for a period of ninety (90) days and fully discloses any terms, conditions, requirements, or limitations that may prevent the Offeror or Principal from being governed by the terms and conditions as set forth in this request for proposal;
7. That, by submitting a proposal, the Principal certifies that he/she nor anyone employed by the Offeror has divulged to, discussed with, nor compared any proposal with any other Offeror or potential Offeror and has not colluded with any other Offeror or parties to this competitive solicitation;
8. That he/she has fully disclosed and explained the scope of services, Principal qualifications, Offeror capabilities, administrative requirements, benefits inherent in the proposal, in good faith, whether positive or negative to the interests of, or requirements requested by, the District;
9. That the Principal takes full responsibility for timely submission of the proposal in accordance with the requirements of this request for proposal;
10. That he/she agrees that the terms and conditions of this request for proposal and any addenda thereto shall constitute the substantive terms and conditions of any resulting contract and that no default from performance shall occur by virtue of mistake, misunderstanding or lack of clarity by the Offeror or Principal;
11. That he/she understands that any fees or changes to the terms and conditions associated with the services requested and offered shall be negotiated with those Offeror's preliminarily selected by an evaluation team and that award of any contract shall be contingent upon the successful negotiation of all terms and conditions and fees satisfactory to the District.



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PROPOSAL FORMAT AND CONTENTS:

To assist in the comparison of the information submitted, all proposals should be submitted in the format requested. In order for the proposals to be properly evaluated, Offeror should submit as a minimum the following information. One (1) proposal should be marked “Original” and four (4) complete proposals should be marked “Copy”.

The District realizes that change is inevitable and that the information requested below could change based on workload, schedules, new consulting arrangements, etc., so please list what or whom based on an assumed start date of March 9, 2015.

1. Title Page
 - a. Show the RFP number and subject, the name of the firm, address, telephone/fax number, name of contact person with email address and the date of the proposal.
2. Authorized Signature Pages from Proposal (pages 1 and 2 herein) with original signature on proposal marked “Original” and completion of all other essential information particularly the Acknowledgement of Amendments on page 2.
3. Table of Contents
 - a. Include a clear identification of the material by section and page number.
4. Executive Summary – Limit to one or two pages.
 - a. Briefly state the understanding of the requested services and make a positive statement of the firm’s ability, willingness, and technical competence to perform such services.
5. Profile of Firm
 - a. Briefly describe the architectural firm.
 - b. List all firm Principals.
 - c. Designate the number and type of professional personnel by category and whether or not In-House, Out Sourced and Registered in a fashion similar to chart below.

	<u>In-House</u>	<u>Out Source</u>	<u>Registered (Y,N, or N/A)</u>
<i>Example:</i>	<i>(3)</i>	<i>(8)</i>	<i>(7/4)</i>
Architects:	_____	_____	_____
Engineers:			
Civil	_____	_____	_____
Mechanical	_____	_____	_____
Electrical	_____	_____	_____
Structural	_____	_____	_____
Other Disciplines	_____	_____	_____
Estimators	_____	_____	_____
Planners	_____	_____	_____
Draftsmen	_____	_____	_____
Interior Design	_____	_____	_____
Information Technology	_____	_____	_____
Other	_____	_____	_____
(Please list/define “Other”):	_____	_____	_____
TOTAL	_____	_____	_____



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6. Information, Qualifications and Performance Data
- a. Give the name, qualifications, and telephone/fax number/email address of the person(s) that will be the primary architect for any projects arising out of this solicitation.
 - b. Identify the person(s) who will have primary responsibility coordinating the work with the district. Provide a resume with educational and professional experience.
 - c. List the names and qualifications of other members of the firm who will work on any district projects; state their capacity in the work.
 - d. List of recent AIA design awards or other special recognition and explain. Also list two or three school projects that you consider extremely successful.
 - e. Information on supporting engineering services. Identify the engineering, mechanical, structural, and electrical qualifications, and the firm's relationship with contractors in these areas.
 - f. State the frequency the firm inspects constructions and general monitoring activities.
 - g. Describe the firm's experience with public sector clients, especially school districts. Give names, full addresses, and telephone numbers of at least five (5) references of k-12 public school districts.
 - h. State the volume of work the firm has provided for the District in the past seven (7) years and state the distance in miles from the firm's office to the School District of Newberry County located at 3419 Main Street, Newberry, SC.
 - i. Describe the current and projected workload of the firm.
 - j. Explain your Firm's process of reviewing contractor change order proposals involving time, money and scope of work and the firm's approach to keeping a job on schedule. In a chart similar to below show your last six (6) completed school projects (preferably k-12 public) with an original bid over \$2.0 million and where C.O. represents Change Orders.

<u>Project Name</u>	<u>Original Bid \$'s</u>	<u>C.O. \$'s</u>	<u>Total \$'s</u>	<u>C.O. %</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- k. Describe firm's approach to cost estimating and firm's approach to working with school district officials to assess and reassess budgetary values for anticipated and planned projects. In a chart similar to below show your last six (6) completed school projects (preferably k-12 public) with an original bid over \$2.0 million (the same 6 projects as identified above in "j").

<u>Project Name</u>	<u>Original Estimate \$</u>	<u>Total \$'s</u>	<u>Original Estimate %</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- l. Submit a current and accurate Federal Standard Form 254, Architect-Engineer and Related Services Questionnaire, and Federal Standard Form 255, Architect-Engineer and Related Services Questionnaire for Specific Project.



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m. Additional Information

- a. Give any additional information you believe may be helpful in the selection process. If there is no additional information to present, state in this section "There is no additional information we wish to present."

CONSIDERATION OF PROPOSALS:

1. Unless otherwise stated, all responsive proposals by qualified Offerors that are received by the proposal submittal date and time shall be considered during the initial evaluation stage by the District Selection Committee.
2. All materials submitted in response to this RFP shall become the property of the District.
3. In accordance with the District's Procurement Code, the District shall have the right to:
 - a) reject any and all proposals or any portions, thereof;
 - b) waive informalities and irregularities;
 - c) negotiate with the Principals of the overall highest rated responsive/responsible proposals;
 - d) accept any proposal deemed to be in the best interest of the District.
4. The District shall have the right to request correction(s) to a proposal or request supplementary or explanatory information. The failure by the Offeror to correct any deficiency or provide any supplementary or explanatory information within forty-eight (48) hours of the request may result in the proposal being considered non-responsive and excluded from further consideration.



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SUBCONTRACTING:

Again, the District realizes that change is inevitable and that the information requested below could change based on workload, schedules, new consulting arrangements, etc., so please list what or whom based on an assumed start date of July 1, 2015. Upon Award of contract, the District should be updated on any additions, deletions or changes hereto.

1. Where Offerors do not have the in-house expertise or manpower to provide the full scope of services required by the District, to include but not be limited to, structural, civil, mechanical, or electrical, subcontracting of consultants for such services may be permitted, with full disclosure and approval of the District. Such subcontracted consultants shall be clearly identified in the proposal.
2. Any Principal, whose proposal includes subcontracting for such consultant services, shall be required to act as the prime contractor for all such services to be performed and must assume full responsibility for the quality and completeness of such services and the conformance of such services to any rules, laws, statutes, and regulations of the pertinent industry as well as the State of South Carolina. The successful Offeror will be the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of the RFP and any resulting contract. Acceptance by the District of any proposal including subcontracted consultants shall in no way infer any contractual obligation between the subcontracted consultants and the District.
3. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any intended subcontractors must be disclosed in the proposal. The District has the right to request a substitution of any stated subcontracted consultant if it is in the best interest of the District to do so.

SCHOOL DISTRICT OF NEWBERRY COUNTY BUILDINGS

BUILDING	TOTAL SQUARE FT	TOTAL ACREAGE
NEWBERRY HIGH SCHOOL	141,674 SQ FT	103.84
MID-CAROLINA HIGH SCHOOL	161,695 SQ FT	91.87
WHITMIRE COMMUNITY SCHOOL	103,505 SQ FT	50.00
BOUNDARY STREET ELEMENTARY	77,574 SQ FT	17.30
GALLMAN ELEMENTARY	68,000 SQ FT	22.00
POMARIA/GARMANY ELEMENTARY	70,685 SQ FT	28.39
LITTLE MOUNTAIN ELEMENTARY	69,121 SQ FT	4.49
REUBEN ELEMENTARY	38,244 SQ FT	10.40
NEWBERRY ELEMENTARY	87,217 SQ FT	12.67
MIDDLE CAROLINA MIDDLE SCHOOL	146,957 SQ FT	39.95
NEWBERRY MIDDLE SCHOOL	129,337 SQ FT	37.14
WHITMIRE HIGH SCHOOL GYM/AUTO SHOP	19,419 SQ FT	8.00
PROSPERITY-RIKARD ELEMENTARY	43,232 SQ FT	21.10
GALLMAN EDUCATION CENTER	51,605 SQ FT	22.00
NEWBERRY COUNTY CAREER CENTER	51,794 SQ FT	See NHS Above
SCHOOL DISTRICT ADMINISTRATION BUILDING	21,147 SQ FT	4.0



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PROPOSAL EVALUATION CRITERIA:

1. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of this RFP or the District's Procurement Code. Those proposals found to be responsive shall be evaluated individually by the District's Selection Committee based on the merits of the technical proposal submitted as it relates to the evaluation criteria.
2. During the technical evaluation, the team members shall consider and score the proposals based upon the following criteria:
 1. Past and current performance – 25 points
 2. Technical and creative ability of professionals – 25 points
 3. Proximity to the School District of Newberry County and MOB/WOB considerations – 10 points
 4. Demonstrated ability to control projects and meet time and budget requirements – 15 points
 5. Demonstrated ability to develop, assess and reassess budgetary values of anticipated and planned projects with District officials – 15 points
 6. Current and projected workload – 5 points
 7. Volume and quality of work firm has done for SDNC in past seven (10) years – 5 points
3. Failure to follow the format requested or to address any area adequately may cause the proposal to be deemed non-responsive and, thereby, cause it to be excluded from consideration or may result in a lower technical score.
4. After completion of the individual technical evaluations, the highest ranked Offerors shall be contacted for a personal presentation/interview. **The District has designated 02/24/2015, as the date that interviews will be conducted.** These Offerors will be contacted on or before 02/12/2015, to schedule an interview time. The number of Offerors selected for interviews is at the discretion of the District. The Offerors shall make a 30 minute presentation to the District's evaluation team to be followed by a 10-15 minute question and answer period to receive clarification of any information in the offer, the presentation/interview or as may be needed to complete the evaluation.
5. During the presentation/interview evaluation, the evaluation team shall score each firm based on the following criteria and interviewees shall structure their presentation to address:
 - a) Demonstrated design qualifications - 10 points.
 - b) Demonstrated ability to coordinate all facets of planning, design and construction -10 points.
 - c) Outline of known and unknown opportunities, threats, weaknesses and obstacles for both the District and the presenting firm - 10 points. Essentially the District wants a short SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis of your firm and of the District from your perspective. Note – No questions will be accepted or answered on this item because of the very nature of what the District is seeking here.

The average point scores of the personal presentations/ interviews shall be added to the average point scores for the technical evaluation to determine the total point score for each Offeror. Offerors shall be ranked from highest to lowest, and the District shall begin contract negotiations in the order of rankings. One or more firms maybe be selected by the District to provide the services requested in this solicitation.