	<p>Rock Hill Schools</p> <p>Request for Qualifications(RFQu)</p>	<p>Solicitation Number Date Issued Procurement Officer Phone E-Mail Address</p>	<p>22-2310 November 14, 2022 Lee Faris 803-981-1162 Wfaris@rhmail.org</p>
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Modular Classroom Manufacture and Installation

DUE DATE (Opening Date/Time): December 6, 2022 at 10:00 a.m.

LAST DAY FOR QUESTIONS: November 30, 2022 at 12:00 p.m.

NUMBER OF PROPOSALS TO BE SUBMITTED: One (1) original copy uploaded to Vendor Registry, hand delivered or mailed.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

<p>PHYSICAL MAILING ADDRESS:</p> <p>Rock Hill Schools Procurement Services 386 East Black Street Rock Hill, SC 2973</p> <p>Solicitation Number and Opening Date must appear on the envelope.</p>

CONFERENCE TYPE: None	LOCATION: None
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ADDENDUM(S) Any addendum(s) will be posted at the following web address:
<https://www.rockhillschools.org/procurement/2022/11/14/2022-2310-Request-for-Proposals-Modular-Classroom-Manufacture-and-Installation>

<p>NAME OF OFFEROR(Full legal name of business submitting the offer)</p>	<p>OFFEROR'S TYPE OF ENTITY: (Check one)</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Limited Liability Partnership</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Other (Specify): _____</p>
<p>AUTHORIZED SIGNATURE</p> <p>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</p>	<p>_____</p>

Minority Participation:

Are you a SC Certified Minority Vendor? Yes No

If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor? Yes No

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I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

1. INSTRUCTIONS TO BIDDERS:

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

19. AWARDING POLICY The District reserves the right to select and award on an individual item basis, lot (grar6pri)2.4 (b

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

4. COMPETITION There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robtson Act and other related laws.
5. SOUTH CAROLINA LAW CLAUSE Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable t

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

14. INSURANCE REQUIREMENTS Consultant shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Consultant or its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful Consultant shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

- A. WORKERS' COMPENSATION

Subcontracting

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

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

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

In addition to the above obligations of successful bidder/awarded firm, all persons and Company personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check. (d)-0.7 (d)-8 bcc 9-2.9 (u)2.2 (n)22 -1.304 TD [(b)-0.7.2 (a [(b).6 (u)20.719 (h)2.5TJ a5o)-9.6 (u)20.7

II. GLOSSARY OF TERMS

Actual Cost All direct and indirect costs incurred

in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

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

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

Responsible Bidder/Offeror Also referred to as Responsible Proposer or R Rer.p

XII. APPENDICES

Appendix I References

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APPENDIX I- CONFLICT OF INTEREST

I, _____ (Offeror), on behalf of myself and my company, and my Subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

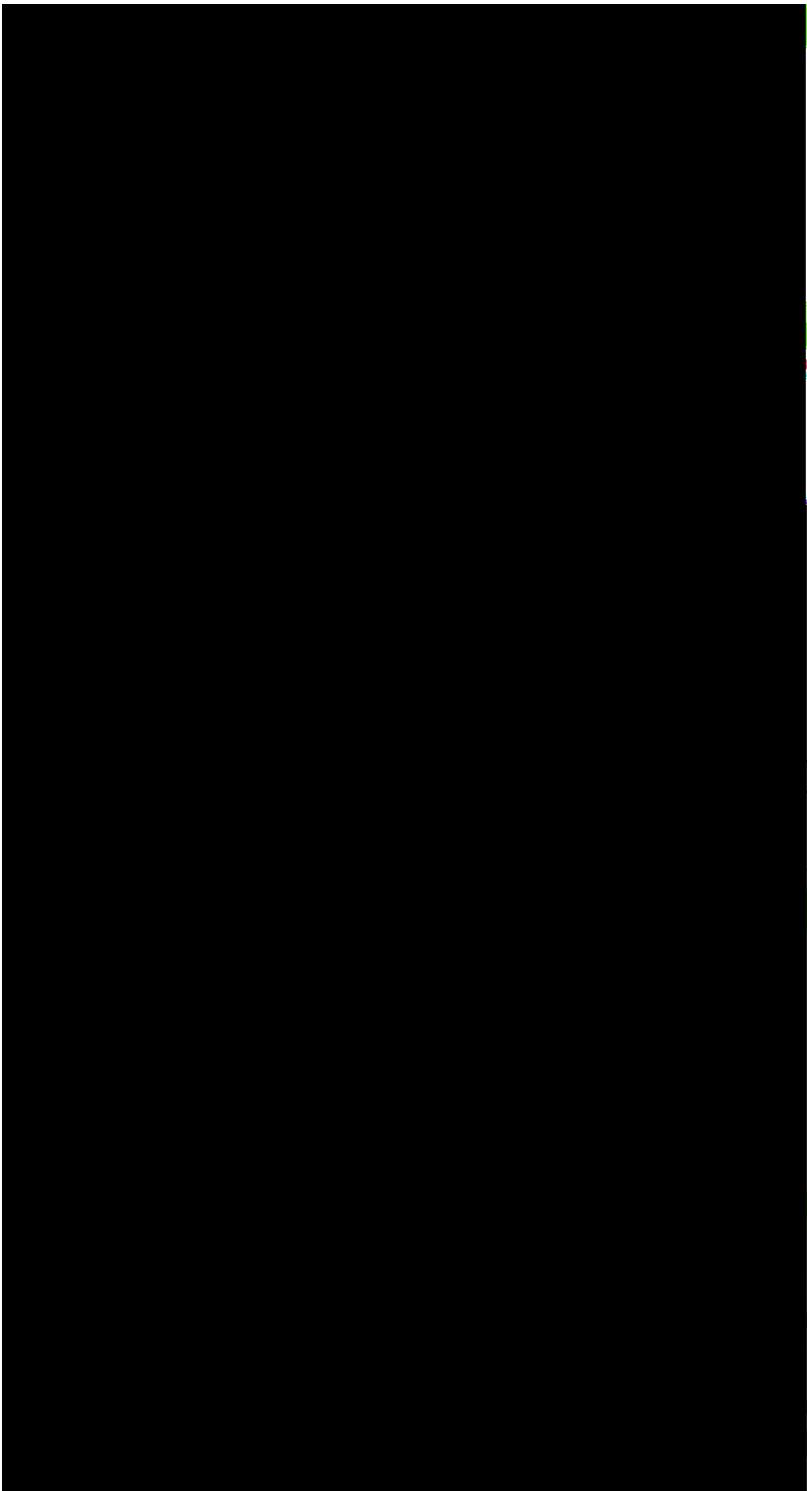
1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation.
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official -764 368.4

5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage or my company or subcontractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a Contract award, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors.

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

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