

Greenhouse at ATC

DUE DATE (Opening Date/Time): October 31, 2024, at 10:00 a.m.

LAST DAY FOR QUESTIONS: October, 2024 at 12:00 p.m

Pre-Bid Meeting (Non-Mandatory): October 16, 2024, at 10:00 a.m.

NUMBER OF PROPOSALS TO BE SUBMITTED: one (1) original UNBOUND copy and three (3) hard copies

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TITLE

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I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

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ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

7. COMMUNICATION WITH PROSPECTIVE BIDDERS:

- A. All communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.
- B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
- C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders

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approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

15. SERVICE DATA MANUALS The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

16. BIDDER'S RESPONSIBILITIES Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. It will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

17. POSTING OF AWARD Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.

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 ~~staff~~ 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 (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. ~~The~~ award basis is stated in the award criteria.

Therefore, individual prices per item must be indicated on the Proposal form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the

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of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

2. TERMINATIONS Subject to the provisions contained below, this Contract may be terminated by either party with thirty (30) days notice, unless otherwise written. Contractor shall be compensated for any work completed at the time of termination.

a. District's Termination for Convenience 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.

b. Contractor's Termination for Convenience Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:
affect the District's right to require the termination of a subcontract
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- iii. Absent complete agreement under paragraph heading "2. TERMINATION", the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under paragraph (a) of this section ("2"), shall not duplicate payments under this subparagraph:
- o contract prices for supplies or services accepted under the contract;
 - o costs incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
 - o

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6. STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

7. MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

8. "OR APPROVED EQUAL" CLAUSES Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

9. PATENTS The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, set process, article or appliance furnished or used under this Proposal.

10. PROPER INVOICE Invoices submitted for payment for goods or services provided under this contract shall contain,

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Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and requirements and shall immediately report any loss of time or injuries to the Director of Operations (803)581-5881

21. SECURITY: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous wea

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of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-16-10, are prohibited from entering any of the Rock Hill School District facilities at any time, including all District grounds and all District facilities. Per employed by or under the direction of the bidder any subcontractor who are under investigation or have been

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the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Responsive Contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List Names: Names of candidates that have been narrowed considerably from a longer list of the Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

(Definitions above provided by the National Institute of Governmental Purchasing and Free Dictionary.com)

III. INTRODUCTION

This solicitation is a Request for Proposal (RFP)

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- c. Design a Project that will have one contract between the District and the selected Contractor. The District will not have separate contracts with a subcontractor as part of the overall performance contact scope of the Project.
- d. Proposals shall provide a written detailed breakdown showing separately the cost of the Base Proposal Scope.

2. General Guidelines

- a. The District shall incur no start-up costs.
- b. The Bidder will be responsible for all reporting requirements.
- c. The selected Bidder shall follow all building codes as directed by the State of South Carolina Specifications for the Project shall be generic in character and, to the extent possible, shall not include proprietary equipment or technology developed by the Bidder on in which the Bidder has an interest. The selected Bidder shall be responsible for all necessary permits and inspections by local and or state authorities as applicable. The selected Bidder will be responsible for all cost and work associated with code compliance due to individual pieces of equipment proposed.
- d. The proposal shall provide training to District personnel.
- e. The bidder shall report to the District Project Manager (Owner's Representative).
- f. The project will/can begin once the proposal has been approved and contract signed, but any work must be coordinated with the project manager.

3. Desired Scope (Minimum Requirements for Proposal)

- a. Configure space to include a greenhouse measuring 30'(w) x 84'(l) x 8' (sidewalls).
 - i. Eave height 8'
 - ii. Column Spacing 6'
- b. ~~Configure space to include a greenhouse measuring 30'(w) x 84'(l) x 8' (sidewalls).
 - i. Eave height 8'
 - ii. Column Spacing 6'~~

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j. Shade Cloth

i. (1) Black Knit Shade Cloth 55% with Attachment Kit 36' x 85'

Vendor Responsibilities:

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Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 12:00PM on October 21, 2024, which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their responses. Clarification may take the form of written responses to questions or meetings to discuss the RFP and the participant's response.

No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, or any District staff not identified in this RFP at any points of contacts during the period of time that this RFP is open. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.

VIII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

All proposals shall be submitted to Rock Hill School District no later than October 30, 2024 at 10:00 AM. Consultants shall deliver one (1) original UNBOUND copy, and three (3) hard copies of the information requested.

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- x Firm's history and type of services provided
 - x Name(s) of the principles(s) of your firm.
2. Describe your firm's prior experience with ~~1~~ higher education institutions, ~~non~~profit, local government or government agencies, if any.

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 APPENDIX REFERENCES

REFERENCE #1	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIPTION OF WORK PERFORMED	

REFERENCE #2	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIPTION OF WORK PERFORMED	

REFERENCE #3	
COMPANY NAME:	
CONTACT NAME:	

APPENDIX- COST PROPOSAL

For the purposes of evaluating the cost, please provide total cost of services. A separate line item cost proposal should be submitted along with this proposal form.

Services	Total Cost
Overall cost to provide and install the Greenhouse at ATC (This amount will be evaluated) ***A line-item quote for the proposed pricing shall be submitted on a separate sheet***	

Estimated Lead Time Once Award Has Been Made _____

*The District reserves the right to negotiate all costs

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B.

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subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. Compliance with the Contract Work Hours and Safety Standards Act

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek to work in excess of forty hours unless such laborer or mechanic receive compensation at a rate not less than one and one-half times his or her regular rate of pay for such excess hours. Such contractor or subcontractor shall be liable for liquidated damages, to be computed with respect to each individual laborer or mechanic, including those working under a contract or subcontract at any tier, in an amount equal to one and one-half times the regular rate at which he or she was employed at the time of such violation of the clause set forth in paragraph (A) of this section.

D.

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- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to Rock Hill School District and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Region ~~office~~.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Debarment and Suspension

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by Rock Hill School District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Rock Hill School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.

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10. Access to Records

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide Rock Hill School District, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide Rock Hill School District or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, Rock Hill School District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

11. Changes

To be eligible for FEMA assistance under the Federal entity's FEMA grant or cooperative agreement, the cost of the change, modifications, change order, or constructive change must be allowable, allocable within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

12. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

14. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31may U.S.C. Chap. 38 (Administrative Remedies for False Claims Statements) applies to the Contractor's actions pertaining to this contract.

16. Rights to Intervention Made Under a Contract or Agreement

Rights to Interventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401\(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#) "Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grant

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Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

17. Domestic Preference for Procurements

A. As appropriate and to the extent consistent with law, the Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 36, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

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APPENDIXV- NONCOLLUSION AFFIDAVIT

State of _____

County of _____

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APPENDIX-~~C~~ONFLICT OF INTEREST

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

