



Request for Proposal

2 Montessori Way; Camden, South Carolina 29020

Phone: 803.432.6828 Fax: 803.432.6422

Solicitation Number: RFP 2022-02

Solicitation Issue Date: April 25, 2022

Issued By: The Montessori School of Camden

Procurement Officer: Deb Cyrier, Head of School, hos@montessori-camden.com

Description: Architectural / Design Services for The Montessori School of Camden, a public charter school

Please note, throughout the document, the terms "Proposal," "Offer," or Bid" are interchangeable.

Submit Proposals by (Opening Date/Time): May 23, 2022 3:00PM EST

Questions Must Be Received by: May 13, 2022 3:00PM EST

Number of Copies to Submit: One (1) original and Three (3) copies (marked "copy")

Submit Proposals electronically to Deb Cyrier, Head of School, hos@montessori-camden.com or at the following physical / mailing address:

The Montessori School of Camden
Attn: Deb Cyrier, Head of School
2 Montessori Way
Camden, SC 29020

Note on the outside of the envelope: "BID FOR ARCHITECTURAL / DESIGN SERVICES"

Awards & Amendments: Awards will be posted at the physical address stated above on June 24, 2022. The award, this solicitation and any amendments will be posted at the following web address:

www.montessori-camden.com

THIS PAGE IS REQUIRED TO BE A PART OF YOUR SUBMISSION (1 of 3)

By submitting a bid or proposal, you agree to be bound by the terms of this solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the opening date.

OFFEROR INFORMATION

Date of Offer: _____

Name of Offeror: _____
(full legal name of the business submitting this offer)

Taxpayer Identification Number: _____

State of Incorporation (if offeror is a corporation) _____

Name/Title of Principal: _____

Principal's Email Address: _____

Principal's Phone Number: _____ Fax _____

<p>Proposer's Type of Entity (Check one):</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporate Entity (non-tax exempt)</p> <p><input type="checkbox"/> Tax Exempt Corporate Entity</p> <p><input type="checkbox"/> Government Entity (federal, state, local)</p> <p><input type="checkbox"/> Other _____</p>	<p>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>i.e. a separate corporation, partnership, sole proprietorship, etc.</i></p>
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I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, materials, supplies, or equipment, and is in all respect fair and without collusion and fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Bidder.

Authorized Signature: _____ Date _____

Name (type or print): _____ Title: _____

THIS PAGE IS REQUIRED TO BE A PART OF YOUR SUBMISSION (2 of 3)

Date of Offer _____ Taxpayer ID Number _____

Name of Offeror _____

<p>Home Office Address <i>(Address for offeror's home office / principal place of business)</i></p> 	<p>Notice Address <i>(Address to which all procurement and contract related notices should be sent.)</i></p> <p>Phone: Fax: Email:</p>
<p>Payment Address <i>(Address to which all payments will be sent)</i></p> <p>___ <i>Payment Address same as HOME ADDRESS</i> ___ <i>Payment Address same as NOTICE ADDRESS (check only one)</i></p>	<p>Order Address <i>(Address to which all purchase orders will be sent)</i></p> <p>___ <i>Order Address same as HOME ADDRESS</i> ___ <i>Order Address same as NOTICE ADDRESS (check only one)</i></p>

<p>Acknowledgment of Amendments Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.</p>							
Amendment No.	Amendment Date of Issue	Amendment No.	Amendment Date of Issue	Amendment No.	Amendment Date of Issue	Amendment No.	Amendment Date of Issue

Discount for Prompt Payment	15 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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THIS PAGE IS REQUIRED TO BE A PART OF YOUR SUBMISSION (3 of 3)

Date of Offer _____ Taxpayer ID Number _____

Name of Offeror _____

Minority Participation:

Are you a SC Certified Minority/Woman Owned Business - Yes No

If yes, SC Certification # _____

Are you a Non SC Certified Minority/Woman Owned Business - (≥ 51% ownership by a woman/women or person(s) of ethnic (non-white) origin) Yes No

Are you proposing use of any subcontractors to perform any activities under the contract? Yes No

If yes, please identify subcontractors below. The Montessori School of Camden encourages the use of MOB/WOBs. Please identify any subcontractors listed below that fall into these categories (described above)

Type	Name	MOB/WOB
Structural Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Civil Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mechanical Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electrical Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Plumbing Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Landscaping Engineer	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Have you clearly listed any deviations from the requested scope of services or other conditions of this RFP and fully explained such deviations? Yes No

Have you read and do you agree with the Offeror's representations listed in Part Five (5) of the Request for Proposal (Qualifications of Offeror)? Yes No

Have you included all components indicated in Part Seven (7) of the Request for Proposal (Proposal Contents)? Yes No

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1. General Provisions

Definitions: Except as otherwise provided herein, the following definitions are applicable to all parts of this solicitation:

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Montessori School of Camden Board of Directors

BUYER means the Montessori School of Camden

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Head of School directing the contractor to make changes which the changes clause of the contract authorizes the Head of School to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

MSC means The Montessori School of Camden

OFFER means the bid or proposal submitted in response to 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 the person, or his/her successor, identified as such on the Cover Page. This term is used interchangeably with Head of School.

RESPONSIBLE BIDDER means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance, which may be substantiated by past performance.

RESPONSIVE BIDDER means a person who has submitted a bid or offer, which conforms in all material aspects to the invitation for bids or request for proposals.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract

YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the Montessori School of Camden's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred 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 The Montessori School of Camden. 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 page two (2) of the solicitation. 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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS: By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(a)(1)(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.

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(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 an award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default..

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

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 or his/her designee has declared that the time set for opening has arrived, shall be rejected

SCHOOL CLOSINGS: If an emergency or unanticipated event interrupts normal school processes so that offers cannot be received 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 the school processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If the school office is closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

DRUG FREE WORKPLACE 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.

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

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 school 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.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit page two (2) signed and page three (3) of the solicitation, Reference Form, Security and Background Check, and Statement of Acceptance and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Montessori School of Camden acting on behalf of the School pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and The Montessori School of Camden.

PROCUREMENT CODE AVAILABLE: The Montessori School of Camden's Procurement Policy can be found on the MSC Website (www.montessori-camden.com)

PROTESTS: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the Head of School and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

PROTEST – ADDRESS: Any vendor desiring to exercise rights under SC 11-35-4210 – right to protest should direct all correspondence to: Joseph Folsom, MSC Board Treasurer at 2 Montessori Way Camden, SC 29020 or

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via email at josephfolsomcpa@yahoo.com Note: Does not apply to small purchases (less than \$25,000 in actual or potential value). Additionally, please submit a secondary copy to Leonarta Silcott, Administrative Assistant at 2 Montessori Way, Camden, SC 29020 or admin-assist@montessori-camden.com

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

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than the end of business (3:00 PM, EST) of the submission date 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 Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The school 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, which unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION: The Montessori School of Camden may cancel this solicitation in whole or in part. The school may reject any or all proposals in whole or in part.

RESPONSIVENESS/IMPROPER OFFERS:

- a. Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- b. Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the school cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.
- c. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.
- d. Unbalanced Bidding. The school may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the school even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the

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solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other school employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other MSC employees, agents or officials prior to award.

SIGNING YOUR OFFER: Every Offer must be signed by the 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 venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the school may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the school will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless The Montessori School of Camden, its officers and employees, from every claim,

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demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the school withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

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 person 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. 9 (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. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

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.

2. Introduction

Located just outside of historic downtown Camden, South Carolina, The Montessori School of Camden is a small public charter school authorized by the Charter Institute at Erskine and SC Department of Education and an ABC Quality Level B licensed childcare facility authorized by the South Carolina Department of Social Services. We are accredited by Montessori Education Programs International. Serving approximately 150 students ages 6 weeks to eighth grade, our 11 acre campus currently consists of three buildings and outdoor play, classroom and gardening spaces for children. Our ten year plan expects enrollment to nearly double.

3. Scope of Solicitation

It is the intent of the Montessori School of Camden (MSC, also referred hereinafter to as “school”) to solicit proposals to contract for the **SERVICES OF QUALIFIED ARCHITECTURAL FIRMS, CAPABLE OF PROVIDING ALL DESIGN SERVICES TO SUPPORT THE SCHOOL’S RENOVATION AND GROWTH PROJECTS.**

The school desires to contract with an architectural firm who specializes in educational facilities construction, to provide services to the school to support the planning and execution of the applicable projects. As a school we serve children starting at 6 weeks of age - grade 8 and we are looking for a firm that has experience across these age ranges.

At present, the minimum scope of our project includes both renovation/repair work on existing facilities (namely, Beard Hall) and the addition of another classroom building on our property. There are plans that were created several years ago but as we have transitioned to being a charter school, they no longer fully meet our needs. Planning considerations include:

- Urgency of need – we will outgrow our existing facilities by end of school year 2022-2023
- All construction must meet the Restrictive Covenants of Town & Country, Inc.
- Specifics of Montessori Classroom Design Principles

The selected offeror shall provide basic architectural services to include, at a minimum: site investigation; preparation of schematic / final designs; provision of specifications; redi-checks; drawings; details; detailed estimates and bid documents; acquisition of approvals from regulatory authorities; adherence to land agreements; site visits as required; contract monitoring; administration and quality assurance, including comprehensive project management in coordination with the Head of School and MSC Buildings and Grounds Committee Chair; consultations; and presentations to the MSC Board of Directors, as requested.

The “preferred” firm of award shall be interpreted to be the highest ranked firm after review (both written responses and interviews if needed) are completed by the MSC Buildings and Grounds Committee.

All responses must be complete and carefully worded and must convey ***all*** of the information requested in order to be considered responsive. If the response fails to conform to the essential requirements of this request, the school and the school alone will be the just as to whether that variance is significant enough to consider the request non-responsive and therefore not considered for award.

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

A. Anticipated Schedule

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

Request for Proposal issued: April 25, 2022

Deadline for submission of questions: May 13, 2022

Response issued to all questions: May 17, 2022

Due Date for Proposal responses: May 23, 2022

Notification and Contract Date estimated: June 24, 2022

Technical evaluation complete: June 17, 2022

Intent to Issue Award: June 22, 2022

Contract Start Date: July 1, 2022

B. Request for Clarification

- a. The school has endeavored to provide accurate information in this RFP about its anticipated construction program and its overall architectural needs; however, the accuracy of the data is not guaranteed. It is the sole responsibility of the Principal to ensure that he/she has all information necessary for submission of a proposal and any subsequent negotiations.
- b. A Principal requiring clarification or interpretation of this request for proposal shall contact the Procurement Officer identified on page 1 no later than the date stated in the RFP. Note – it is expressly prohibited for any potential bidder to contact any other MSC employee in relative to this solicitation, other than the Procurement Officer.
- c. Interpretations, corrections, and changes of the request for proposal shall only be made by addendum. Any interpretations, corrections, and changes to the information provided in the request for proposal made in any other manner than by addendum shall not be binding, and the Principal and Offeror shall not rely on them.

C. Subcontracting

- a. Where Offerors do not have the in-house expertise or manpower to provide the full scope of services required by the school, to include but not be limited to, structural, civil, mechanical, electrical, or landscaping services, subcontracting of consultants for such services may be permitted, with full disclosure and approval of the school. Such subcontracted consultants shall be clearly identified in the proposal.
- b. 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 school of any proposal including subcontracted

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consultants shall in no way infer any contractual obligation between the subcontracted consultants and the school.

- c. The school 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 school has the right to request a substitution of any stated subcontracted consultant if it is in the best interest of the school to do so.

4. Proposal Evaluation Criteria

Upon receipt of all proposals by the date and time specified in the RFP, the school office shall review all proposals for responsiveness to the proposal instructions. The school 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 the proposal instructions or the school’s Procurement Code. Those proposals found to be responsive shall be further evaluated by the MSC Buildings and Grounds Committee based on the merits of the technical proposal in relation to the evaluation criteria established.

A. During the technical evaluation, the committee members evaluate each response, as per the following criteria:

CRITERIA POINTS VALUE

Principal’s scope of experience and creativity	25
Principal’s performance – past and current	20
Ability/capability of key staff and subcontracted consultants	20
Accessibility and MOB/WOB considerations	15
Current and Projected workload	
Proposed programmatic process to include discovery, design, budgeting, contract administration, etc.	10

TOTAL 100

5. QUALIFICATION OF OFFEROR

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 School;

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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. Preferred 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 School;
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 School.
12. That the Offeror shall be required to have an automated computer system by which the Principal and staff of the Offeror shall be required to utilize to assist the school in program management and contract administration for any and all projects assigned to the Offeror.

6. AWARD / CONTRACT TERM

It is the intention of the school to award a contract to the highest, responsible and responsive Offeror with the best, overall proposal for the school at the most reasonable cost. In the event that the school receives duplicate, similar, or equal proposals, the decision of the school will be final. It is the intent of the school to award a multi-term contract for the initial contract period, to begin on July 1, 2022, and end on June 30, 2023. The contract may be extended by mutual agreement of both parties for an additional two (2) years, in single year increments. Additionally, at the recommendation of the Buildings and Grounds Committee Chair, a

contract may be extended beyond the initial cumulative five (3) year period, for an additional two (2) years, with the approval of the Head of School.

7. PROPOSAL CONTENTS

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 portions of the submitted proposal that are to be treated by the School as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all systems meet the requirements of this RFP.

SECTION 1: Signatory / Information Sheets

Pages 2, 3, and 4 of this Request for Proposal, duly executed.

SECTION 2: Introduction

Provide an executive summary highlighting the major points of the proposal (two pages maximum).

SECTION 3: Principal's Experience & Creativity – 25 points

1. Experience in school construction – planning buildings to serve a specified program of education.
2. Experience with unique approaches, creativity in designs and site adaption, integration of the newest technologies. Examples may be provided.
3. Demonstrated sensitivity to functional, flexible and economical designs without sacrificing quality, aesthetics or functionality.
4. Experience in meeting design timelines and construction schedules with clearly established and proven methods for maintaining construction schedules.

SECTION 4: Principal's Performance, Past and Current – 20 points

1. Indicate any services performed for School schools and/or childcare centers in the past ten (10) years. Demonstrated successful previous performance for the School shall include, but not be limited to, in the estimation of the School:
 - a. Quality, completeness and timeliness of designs, drawings, specifications.
 - b. Responsiveness to plan changes, change order preparation.
 - c. Cost savings without sacrificing quality.
 - d. Knowledge and compliance with state and local codes.
 - e. Quality of project monitoring and contract administration.
 - f. Ability to motivate contractor to meet construction schedule.
 - g. Timeliness in reviewing shop drawings and completing project closeout.
2. Provide at least five (5) references of school schools, special purpose schools, child care centers or county/state governments for whom you have provided designs and supervised construction of a school and or renovation or other comparable governmental facility. Give dates and other particulars of

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the jobs, contact persons and telephone numbers. It is preferred that these references be in close proximity to Kershaw County or, at the least, within South Carolina.

Section 5: Ability & Capability of Key Staff and Consultants - 20 points:

1. Size of firm, number of partners and number of clerical staff and range of services offered in house
2. Qualifications of partners and key staff with emphasis on school/daycare and public construction
3. Reputation and professional standing in the architectural field, honors, memberships in local councils and AIA
4. Qualifications of key consultants identified on the Official Proposal Form

Section 6: Accessibility & MOB/WOB Considerations - 15 points:

1. Accessibility of firm to Kershaw County, SC. Identify location of closest office in or near Kershaw County
2. Accessibility of consultants to Kershaw County, SC. Identify location of consultants offices.
3. Identify whether the Offeror is an Minority or Woman owned business (MOB/WOB)
4. Identify past experience in using MOB/WOBs as subcontractors or consultants

Section 7: Current/Projected Workload - 10 points:

1. Offeror's current workload and time frames for completion
2. Offeror's pending contracts and potential time frames for completion
3. Demonstrated commitment to the school of key project personnel and clerical staff. Please identify and include resumes of the key project personnel with whom the School will be working directly with

Section 8: Proposed Programmatic process- 10 points:

1. Define Offeror's programmatic process from the initial discover of a need through a project's life cycle through project closure, to include budgetary management
2. Offeror should include flow charts/graphic representation of processes and any associated documents utilized throughout the process

Section 9:

1. Federal Standard Form 254, duly completed
2. Federal Standard Form 255, duly completed

8. TERMS AND CONDITIONS

1. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

2. **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 The Montessori School of Camden. This notification shall be furnished within five (5) 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 The Montessori School of Camden 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 voidable

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and subject to immediate termination by the School upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

3. 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.

4. CONFERENCE – PRE-BID/PROPOSAL: When required and/or stated on Page 1 of this document the following will apply. Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the School. The School assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the School assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

5. CONFERENCE – PRE-PERFORMANCE: Unless waived by the Procurement Officer, a pre-performance conference between the contractor and School's Procurement Officer and Chair of the MSC Buildings and Grounds Committee shall be held at a location selected by the School within ten (10) 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.

6. 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 Head of School, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Head of School, (5) your offer, (6) any statement reflecting the School's final acceptance (a/k/a "award"), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the School or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and 17 conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Head of School shall be void and of no effect.

7. DISCUSSIONS WITH BIDDERS/OFFERORS: After opening, the Head of School may, in her sole discretion, initiate discussions with you to discuss your bid/offer. Discussions are possible only if your bid/offer is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

8. DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Financial 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, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the school's sovereign immunity or the school's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (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 on the Statement of Acceptance 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. 9. 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. 10. FALSE CLAIMS: According to the S.C. Code of Laws Section 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.

11. FORCE MAJURE: 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 is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

12. NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the School to indemnify anyone.

13. 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.

14. PUBLICITY: Contractor shall not publish any comments or quotes by School employees, MSC Buildings and Grounds Committee Members or Members of the MSC Board of Directors, or include the School in either news releases or a published list of customers, without the prior written approval of the Head of School.

15. PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the School. The School 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 sent through any of the following formats: US Mail, special delivery, electronically through e-mail, or facsimile.
16. QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the School's procurement policy and information from any other source may be considered. An Offeror must, upon request of the School, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.
17. SITE VISIT - BY APPOINTMENT: Appointments for a site visit may be made by contacting: Deb Cyrier, Head of School by phone at (803) 432-6828, or by e-mail at hos@montessori-camden.com.
18. SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work 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 School may evaluate your proposed subcontractors.
19. 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.
20. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
21. WAIVER: The School 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 Head of School has actual authority to waive any of the School's rights under this Contract. Any waiver must be in writing.

9. SPECIAL INSTRUCTIONS

1. 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 the School 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.

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 or not 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 School 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 School 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.

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

3. CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

4. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:

a. 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

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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 20 general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to 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. The School, and its 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 School, the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the School, 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 school with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this section. All certificates are to be received and approved by the School before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The School 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 canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the School immediately upon receiving any information that any of the coverages required by this section are or will be changed, canceled, or replaced.

g. Contractor hereby grants to the School a waiver of any right to subrogation which any insurer of said Contractor may acquire against the School by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but

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this provision applies regardless of whether or not the School 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 School. The School 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 School reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

6. CONTRACTOR'S OBLIGATION: 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 with regard to all situations, including payment of all charges and the meeting of all other 21 requirements.

7. CONTRACTOR'S USE OF SCHOOL PROPERTY: Upon termination of the contract for any reason, the School shall have the right, upon demand, to obtain access to, and possession of, all School properties, including, but not limited to, current copies of all School application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the School without the School's written consent, except to the extent necessary to carry out the work.

8. DEFAULT: The School may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the School, upon request, with adequate assurances of future performance. In the event of termination for cause, the School shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the school for any and all rights and remedies provided by law. If it is determined that the school improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

9. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

10. ILLEGAL IMMIGRATION: 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 State 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

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years, or both." You agree to include in any contracts with your subcontractors 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-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

11. INDEMNIFICATION - THIRD PARTY CLAIMS: 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 The Montessori School of Camden, its Board of Directors, and all their respective officers, agents and employees.

12. 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.

13. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

14. OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the school pursuant to this contract shall belong exclusively to the school.

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

16. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer 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.

17. SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the schools' designated receiving site, as specified herein.

18. TERMINATION FOR CONVENIENCE: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the school. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the school 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the school, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the school beyond what it would have been had the subcontract contained such a clause.

19. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that the manufacturer will honor the standard written warranty provided.