



Fort Mill School District

Request for Bids

Solicitation Number	20-052
Solicitation Issue Date	6/23/2021
Procurement Specialist	Karen U Taylor
Phone	(803) 548-8430
E-Mail Address	taylorku@formillschools.org

DESCRIPTION: Solicitation #20-052 HVAC Filters

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

SUBMIT OFFER BY (Opening Date/Time): 7/8/2021 at 10:00 AM – EST

QUESTIONS MUST BE RECEIVED BY: 7/1/21 at 10:00 AM - EST

See "Deadline for Submission of Offer" provision

NUMBER OF COPIES TO BE SUBMITTED: One (1) original Via Online (see below)

See "Questions from Offerors" provision

CONFERENCE TYPE: N/A

Please submit your sealed offer on-line
ON-LINE AT:
<http://www.formillschools.org/departments/procurement/> under "Current Bids and RFP's"
 Video of opening bids will be posted at www.formillschools.org/departments/procurement

<small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	
AWARD & AMENDMENTS	Award will be posted at the physical address stated above on or about 7/19/2021 The award will be posted at the following web address: http://www.formillschools.org
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.	
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <ul style="list-style-type: none"> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other <small>(See "Signing your Offer" provision)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION <small>(If offeror is a corporation, identify the State of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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Minority Participation: Are you a SC Certified Minority Vendor – Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, SC Certification # _____ Are you a Non SC Certified Minority Vendor - Yes <input type="checkbox"/> No <input type="checkbox"/>
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End of PAGE TWO

I. SCOPE OF SOLICITATION

Fort Mill Schools is looking to purchase a lot of HVAC filters. The bid is for one lot but with a multi-term contract to buy more lots at same pricing for Three (3) years, with an option of a two (2) year (in one year increments) extension.

Acquire Services & Supplies/Equipment: The purpose of this solicitation is to acquire supplies or equipment complying with the enclosed description and/or specifications and conditions.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS:

Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even if not capitalized, the following definitions are applicable to all parts of the solicitation, unless expressly provided otherwise.

1. **Amendment** – means a document issued to supplement the original solicitation document.
2. **Authority** – means the State Fiscal Accountability Authority or its successor in interest.
3. **Board** – means the Lancaster County School District Board of Trustees.
4. **Business** – means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
5. **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.
6. **Contract** - See clause entitled “Contract Documents & Order of Precedence.”
7. **Contract Modification** – means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled “Changes”, if included herein, authorizes the Procurement Officer to order without the consent of the contractor.
8. **Contractor** - means the offeror receiving an award as a result of this solicitation.
9. **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.
10. **District** – means Lancaster County School District (LCSD)
11. **Offer** – means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

12. **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.”
13. **Page Two** – means the second page of the original solicitation, which is labeled Page Two.
14. **Procurement Officer** – means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice. Procurement Officer means the Chief Procurement Officer.
15. **Solicitation** – means this document, including all its parts, attachments, and any amendments.
16. **Subcontractor** – means any person you contract with to perform or provide any part of the work.
17. **Us (or) We** - means the using government unit.
18. **Using Governmental Unit** – means the unit(s) of government identified as such on the Cover Page.
19. **Work** - means all labor, materials, equipment, services, or property of any type, provided or to be provided by the contractor to fulfill the contractor’s obligations under the contract.
20. **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 should monitor the following web site for the issuance of amendments: www.fortmillschools.org. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on page two, (3) by letter, or (4) 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.

Because this solicitation is posted electronically, the District may not be aware of all potential offerors, particularly those that attained a copy from this web site or other unknown sources. ***It is the proposer’s responsibility to check this web site periodically to determine if any amendments have been issued. Any amendments issued by the District shall become a formal part of this solicitation.***

Authorized Agent: All authority regarding 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 District with regard to this procurement or the resulting contract.

Award Notification: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the cover page or, if applicable, any notice of extension of award. The date and location of posting will be announced at opening. Should the contract resulting from this solicitation have a 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 district. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the cover page. An offer may be submitted by only one legal entity; “joint bids” are not allowed.

Bid Acceptance Period: In order to withdraw your offer after the minimum period specified on the cover page, you must notify the Procurement Officer in writing.

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.

Board as Procurement Agent: The Procurement Officer is an employee of the district acting on behalf of the Fort Mill School District pursuant to the Fort Mill School District Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the district. The Board is not a party to such contracts, unless and to the extent that the Board is a using district department, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

Certificate of Independent Price Determination:

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

(a) By submitting an offer, the offeror certifies that—

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

Certification Regarding Debarment and Other Responsibility Matters:

(a)(1) By submitting an offer, offeror certifies, to the best of its knowledge and belief, that-

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the district, 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.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

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). Please DO NOT use any form of correction tape or fluid if an error is made on the Bid Schedule or any other documents to be submitted with your bid. This can cause your bid to be rejected. Please mark through the error, writing the correct amount or information, and initialing the correction.

Deadline for Submission of Offer: Any offer received after the Procurement Officer of the district or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room which services that purchasing office prior to the bid opening.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the district may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

Duty to Inquire: Offeror, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Offerors are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the solicitation that offeror does not bring to the District's attention. (See clause entitled "Questions from Offerors".)

Ethics Certificate: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

Omit Taxes from Price: Do not include any sales or use taxes in your price that the District may be required to pay.

Open Trade Representation: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.[02-2A083-1]

Prohibited Communications and Donations: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

- (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the District or its employees, agents, or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer.
- (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.***

Protests: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. 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 days of the date notification of an intent to award or award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Procurement Officer within the time provided. (Article 17-4210 of the Port of Seattle School District's procurement code.)

Questions from Offerors: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation, or any amendment, must be received by the Procurement Officer no later than eight (8) days prior to opening unless an earlier date is stated on the cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an 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. **We will not identify you in our answer to your question(s).** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the solicitation that unnecessarily or inappropriately limits full and open competition.

Questions from Offerors - Amendment: The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been printed below. The "District's response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "District's response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted.

Rejection/Cancellation: The district may cancel this solicitation in whole or in part. The district may reject any or all bids in whole or in part (Article 5-1710 of the Port of Seattle School District's procurement code).

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

() 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 district 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.

() Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The district may reject an offer as nonresponsive 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 district even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

Signing Your Offer: Every offer must be signed by an individual with actual authority to bind the offeror. (a) If the offeror is an individual, the offer must be signed by that individual. If the offeror is an individual doing business as a firm, the offer must be submitted in the firm's 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's 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 Your Offer or Modification: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (1) Addressed to the office specified in the solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each offeror must submit the number of copies indicated on the cover page. (d) Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation. (e) facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

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. The withdrawal and correction of offers is governed by Article of the Port i School District's procurement code.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

Clarification: Pursuant to Article 5-1520.8, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation.

Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

Descriptive Literature - Labeling: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

Descriptive Literature – Required: Your offer must include manufacturer's latest literature showing complete product specifications.

Protest – Procurement Department Address:

Any protest must be addressed to the Assistant Superintendent of Finance, Fort Mill School District, and submitted in writing (a) by email to lordol@fortmillschools.org, (b) by facsimile at 803-547-4696, or (c) by post or delivery to 2233 Deerfield Dr, Fort Mill, SC 29715.

III. SCOPE OF WORK / SPECIFICATIONS

- A. Fort Mill Schools is looking to purchase a lot of HVAC filters. The bid is for one lot but with a multi-term contract to buy more lots at same pricing for Three (3) years, with an option of a two (2) year (in one year increments) extension.
- B. The District wants the capability to place additional orders at the same bid price. Fort Mill Schools normally change filters three (3) times a year; however the district does not commit to this quantity.
- C. All One (1) inch filters need to be MERV 10
- D. All Two (2) inch filters need to be MERV 14
- E. All Four (4) inch filters need to be MERV 13
- F. Shipping to be included in bid pricing. Please note that there are twenty (20) different shipping locations in our district.

FMSD
OPERATIONS
351 Gillig Road
Fort Mill, SC 29715

53-20x20x1

1-20x30x1

FMSD: BUS MAINT
351 Gillig Road Fort Mill,
SC 29715

12-15x20x2

12-20x20x2

FMSD District
Offices 351 Giling
Road Fort Mill, SC
29715

36 - 24 x 24 x 2

12- 12 x 24 x 2

2- 20 x 20 x 1

59 - 16 x 16 x 1

24- 14 x 13 x 1

**Catawba Ridge High
School 1180 Fort Mill
Parkway Fort Mill, SC
29715**

24-24x24x2

12-24x24x4

232-14x20xl

13-18x30xl

2-17x30xl

4-17x20xl

120-18x24x2

40-16x16x2

**Fort Mill High
School 215 North
Highway 21
Fort Mill, SC 29715**

3-16x25xl

16-18x25xl

19-20x25xl

4-14x20x2

4 - 7.Sx9.Sx2

8-16x16x2

56-16x20x2

314-16x25x2

34-20x20x2

78-20x25x2

128-20x30x2

56-20x35x2

12-28x30x2

8-30x32x2

4-30x36x2

**Nation Ford High
School 1400 A.O.
Jones Blvd.
Fort Mill, SC 29715**

63-20x24x2

57-24x24x2

80-20x20x2

12-20x25x2

84-16x20x2

27-16x25x2

3-12x24x2

120-20x20xl

360-22x22xl

20-10x30xl

**Banks Trail Middle
School 1640 Banks
Road
Fort Mill, SC 29715**

62-20x25x2

24-16x25x2

5-14x25x2

10-14x20x2

4-16x20x2

84-20x20xl

4-16x20xl

1-20x24xl

20-20x25x4

**Fort Mill Middle
School 200 Springfield
Parkway
Fort Mill, SC 29715**

16-20x35x2

16-20x25x2

25-16x25x2

60-22x 22 x 1

14-12 x 12 x 1

**Springfield Middle School
1711 Springfield Parkway
Fort Mill, SC 29715**

3 -16x25x1

60 -20x20x1

56-16x20x2

4-16x25x2

1-16x25x4

38-20x25x2

9-20x25x4

16-24x24x2

8-24x24x4

**Gold Hill Middle
School 1025 Dave
Gibson Blvd
Tega Cay, SC 29708**

41-18x24x2

32-16x16x2

40-20x20x1

20-12x12x1

**Pleasant Knoll Middle
School 2320 Pleasant Road
Fort Mill, SC 29708**

33-20x24x2

26-20x20x2

17-24x24x2

10-16x20x2

7-12x24x2

**Gold Hill Elementary
School 1000 Dave Gibson
Blvd
Tega Cay, SC 29708**

132-20x20xl

24-12x12xl

24-22 x 22 x 1

**Riverview Elementary
School 1300 Spratt Street
Fort Mill, SC 29715**

10-20x30x2

28-16x25x2

2-20x25x2

2-20x24x2

8-16x20x2

24-20x20x2

96-20x20xl

**Orchard Park Elementary
School 474 Third Baxter Street
Fort Mill, SC 29708**

16-20x35x2

40-16x25x2

20-20x25x2

22-16x20x2

16-20x20x2

48-20x23xl

**River Trail Elementary
School 1016 Fort Mill
Parkway
Fort Mill, SC 29715**

6-12x25x2

11-16x25x2

24-20x24x2

3-20x25x2

24-16x20x2

10-20x20x2

47-14x20xl

20-16x20xl

**Kings Town
Elementary 1774
Mason Bend Drive
Fort Mill, SC 29708**

6-12x25x2

11-16x25x2

24-20x24x2

3-20x25x2

24-16x20x2

10-20x20x2

47-14x20xl

20-16x20xl

**Fort Mill Elementary
School 192 Springfield
Pkwy
Fort Mill, SC 29715**

16-20x35x2

16-20x20x2

20-20x25x2

22-16x20x2

40-16x25x2

60-20x23xl

**Doby's Bridge Elementary
School 1000 Dragon Way
Fort Mill, SC 29715**

24-16x25x2

10-20x30x2

12-20x25x2

2-20x24x2

8-16x20x2

24-20x20x2

120-20x20x1

**Springfield Elementary
School 1691 Springfield
Parkway
Fort Mill, SC 29715**

12-16x20x2

28-16x25x2

4-20x20x2

20-20x25x2

16-20x35x2

48-23x20xl

**Tega Cay Elementary
School 2185 Gold Hill Road
Tega Cay, SC 29708**

24-16x25x2

10-20x30x2

12-20x25x2

2-20x24x2

8-16x20x2

24-20x20x2

120-20x20xl

**Sugar Creek Elementary
School 1599 Farm House
Road
Fort Mill, SC 29715**

60-20x20xl

1-14x25xl

50-16x25x2

12-12x24x2

16-24x24x2

5-18x24x2

20-20x2Sx2

9-14x25x2

18-15x20x2

**,Pleasant Knoll Elementary
School 2346 Pleasant Road
Fort Mill, SC 29708**

37-16x25x2

32- 16x20x2

16-20x25x2

8-20x25x2

2-20x20x2

130 - 20x20xl

Delivery/Performance Location – Purchase Order: After award, all deliveries shall be made and all services provided to the location specified by the district's purchase order.

DeliveryLocation – Specified: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

- Each shipping location listed at the top of filter pages

VI. AWARD CRITERIA

Award Criteria – Bids: Award will be made to the lowest responsible and responsive bidder(s).

Award to One Offeror: Award will be made to one offeror.

Unit Price Governs: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

Assignment, Novation, and Change of Name, Identity, or Structure: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty (30) days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership, or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-44.2180, which does not restrict transfers by operation of law.

Bankruptcy - General: (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 district. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all district 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 and subject to immediate termination by the district upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

Disputes: (a) Choice-of-Forum. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the district's procurement code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the Government regarding the agreement is not a waiver of either the Government's sovereign immunity or the Government'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. (b) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on contractor by certified mail (return receipt requested) addressed to contractor at the address provided as the notice address on page two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

- All invoices (Noting Purchase Order number on invoice) for payment of purchases of goods or services shall be delivered to the Fort Mill School District's office at 2233 Deerfield Dr Fort Mill, SC 29715
- All payment for purchases of goods and services shall be paid by the district within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

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

- **Purchase order number** must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

BID SCHEDULE:

Company Name: _____

Pricing for ONE Lot of filters including all shipping charges to multiple locations

per bid documents: \$ _____

NOTE: Exclude taxes; taxes will be added to purchase order

I the vendor agree to honor the lot pricing for three (3) years with an option with written consent to extend two (2) more additional years in one (1) year increments.

Signature: _____ Date: _____

X. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:

a) Statement of Policy:

It is a practice of the ort i School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the District which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the District. Further, it is the practice of the District to encourage and promote, on an inclusionary basis, contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Lancaster County School District will comply with this policy.

) Subcontractor Participation:

The ort i School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

) Business Utilization Report:

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with the ort i School District. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

Business Enterprise Utilization Report

List all vendors/subcontractors to be used on this project. All MBE's or WBE's proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the ort i School District's Minority Business Enterprise Plan.

In column 6 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- FBE – Female Business Enterprise
- MAJ – Majority Business Enterprise

Project Title	W/M Business Enterprise Name	Address	Contact Person(s)	Telephone #	Designation Code

Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the ort i School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically the District seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Women Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Women Business utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Women Business Enterprise Program in the performance of this contract.

Name: _____
 Signature: _____
 Title: _____
 Date: _____