	Solicitation Type:	Request for Proposal (RFP)
	Solicitation Number	2223-7AR
	Date Issued	3/2/2023
	Procurement Specialist	Annette Roberts, NIGP-CPP, CPPB
	Phone	(843) 488-6942
	E-Mail Address	<a href="mailto:aroberts@horrycountyschools.net">aroberts@horrycountyschools.net</a>
	Address	HCS, Procurement Office
	Mailing:	Physical:
	PO Box 260005	335 Four Mile Road
	Conway, SC 29528	Conway, SC 29526

DESCRIPTION: Building Automation Systems & Controls

USING GOVERNMENTAL: Horry County Schools

*The Term "Offer" Means Your "Bid", "Proposal" or "Quote".*

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

SUBMIT OFFER BY (Opening Date/Time): **3/27/2023 / 3:00 p.m.** (EST) (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY(Date/Time): 3/15/2023 / 3:00 p.m. (EST) (See "Questions From Offerors" provision)

SUBMIT QUESTIONS TO: [aroberts@horrycountyschools.net](mailto:aroberts@horrycountyschools.net)

NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3 **Initial here \_\_\_\_\_ if NO redacted copy is necessary**

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Horry County Schools.

*See "Submitting Your Offer" provision.*

CONFERENCE TYPE: <input type="checkbox"/> MANDATORY <input checked="" type="checkbox"/> NOT MANDATORY <input type="checkbox"/> Not Applicable DATE & TIME: 3/13/2023 at 10:30 AM (EST) As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION: Black Water Middle School</b> 900 East Cox Ferry Road Conway, SC 29526
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<b>AWARD &amp; AMENDMENTS</b>	The award, this solicitation, and any amendments will be posted at the following web address: <a href="https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e">https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e</a>
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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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions)

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE  (Person signing <b>must</b> be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	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.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION  (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO.  (See "Taxpayer Identification Number" provision)
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PAGE TWO  
(Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)				<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
				E-Mail Address:			
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)  <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)				<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)			
				<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)			
<b>ACKNOWLEDGMENT OF AMENDMENTS:</b> Offerors 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
<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)			10 Calendar Days (%) _____	20 Calendar Days(%) _____	30 Calendar Days (%) _____	_____ Calendar Days (%)	
<b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):</b>  <b>PREFERENCES DO NOT APPLY PER SC CONSOLIDATED PROCUREMENT CODE [11-35-1524(E)5]</b>							
<b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b>  <b>PREFERENCES DO NOT APPLY PER SC CONSOLIDATED PROCUREMENT CODE [11-35-1524(E)5]</b>							

**NUMBER OF COPIES**

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the Offeror should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the Offeror by notation in the lower left corner of the cover of each Offeror with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offerors shall be signed by only those Company officials or agents duly authorized to sign bid/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if Offeror is submitting confidential information, one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

**Return all with boxes checked:**

**(1) Original of complete offer** Uploaded to the URL provided below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

- **Volume I – Technical Proposal**
- **Volume II – Business Cost Price Proposal**

**(1) Redacted copy** Uploaded to the URL provided below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

(see Section II A "DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021")

(see Section II B "ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020):)

(see Section IV "SUBMITTING REDACTED OFFERS (MODIFIED):)

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**I. SCOPE OF SOLICITATION**

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:** The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1].

**FUNDS NOT AVAILABLE:** The District's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

**MAXIMUM CONTRACT PERIOD – (ESTIMATED):** Start date: 05/01/2023 End date: 4/30/2028.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period". [01-1040-1]

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one year renewal options. The maximum potential contract life is five years.

**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, EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION UNLESS EXPRESSLY PROVIDED OTHERWISE

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

**BOARD** means the Horry County Schools Board of Education or its successor in interest.

**BUSINESS** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity

**BUYER** means the Procurement Officer/Specialist.

**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** means all types of Horry County Schools agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

**CONTRACT MODIFICATION** means a written order signed by the Procurement Specialist, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Specialist to order without the consent of the contractor.

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

**COOPERATIVE PURCHASING** means procurement conducted by, or on behalf of, more than (1) public procurement unit.

**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.

**DAYS** means calendar days.

**DISTRICT** means a governmental entity governed by an elected Board of Education, which appoints a Superintendent to carry out policies established by the Board. This refers to the Horry County Schools hereinafter referred to as the "District".

**HORRY COUNTY SCHOOLS (HCS)** is a public school district serving Horry County, South Carolina.

**OFFER** means the bid or proposal submitted in response 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.

**PAGE TWO** means the second page of the original solicitation, which is labeled Page Two.

**PROCUREMENT OFFICER** means any person acting within the scope of his/her authority and duly authorized by Horry County Schools to enter into and administer contracts and make written determinations and findings with respect thereto, as identified as such on either the Cover Page, an amendment, or an award notice.

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

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the Work.

**US or WE** means Horry County Schools.

**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.

**YOU and YOUR** means Offeror. [02-2A003-2]

**AMENDMENTS/ADDENDUMS TO SOLICITATION (MODIFIED):** (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/Addendums: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e> (b) Offerors 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. [02-2A005-1]

**AUTHORIZED AGENT:** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Chief Procurement Officer or designee is the only Horry County Schools official authorized to bind the District with regard to this procurement or the resulting contract. [02-2A007-1]

**AWARD NOTIFICATION (MODIFIED):** 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. 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 seventh business day after such notice is given. [02-2A010-3]

**BID/PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with Horry County Schools. 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. [02-2A015-1]

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Specialist in writing, documenting the fact(s) of Offeror's error. [02-2A020-1]

**BID IN ENGLISH and DOLLARS:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

**BOARD AS PROCUREMENT AGENT:** The Procurement Officer is an employee of the Board acting on behalf of the Horry County Schools pursuant to the HCS 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 and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-2]

**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 Specialist 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 Specialist may render the Offeror nonresponsible.

(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 Horry County Schools, the Procurement Specialist may terminate the contract resulting from this solicitation for default. [02-2A035-1]

**CODE OF LAWS AVAILABLE (MODIFIED):** The Horry County Schools District Procurement Code is available at: [https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement\\_Code.pdf](https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement_Code.pdf) [02-2A040-2]

The South Carolina Code of Laws are available at: <http://www.scstatehouse.gov/code/statemast.php>.

The South Carolina Regulations are available at: <http://www.scstatehouse.gov/codereqs/statmast.php>.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327–333):** By submitting an offer, the Offeror certifies that the Offeror has and will comply with when required, where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**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).

**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, Horry County Schools 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. [02-2A047-2]

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer of Horry County Schools or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover page prior to the bid opening or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1].

**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. [02-2A065-1]

**TOBACCO FREE ENVIRONMENT CERTIFICATION:** The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the grounds of any District building. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the smoke and tobacco free environment.

**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." [02-2A070-2]

**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 Specialist 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 Horry County Schools may be required to pay. [02-2A080-1]



**OPEN TRADE REPRESENTATION (JUN 2015):** 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]

**PROTESTS (MAY 2019):** If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest – CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2] 3/10/22

**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 Horry County Schools or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Specialist.*** All communications must be solely with the Procurement Specialist.] [R. 19-445.2010]

(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 District during the period beginning eighteen months prior to the Opening Date.***

**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. [02-2A090-1]

**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 Specialist no later than five (5) 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 Specialist, 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. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) Horry County Schools seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- 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. [See R. 19-445.2140] [02-2A095-2]

All questions should be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover page. The preferred method of receiving questions is via e-mail with the subject "QUESTIONS 2223-07AR and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

**REJECTION/CANCELLATION:** Horry County Schools may cancel this solicitation in whole or in part. Horry County Schools may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.] [02-2A100-1]

**RESPONSIVENESS/IMPROPER OFFERS (JUN 2015):** (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.

(c) 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 Specialist. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Specialist determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. HCS may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

**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 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 venture 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. [02-2A115-1]

**SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS:** If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as designated for receipt of bids 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 normal processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information is available online at: <https://www.horrycountyschools.net/Page/683>

**DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021):** (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35- 410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify, and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

**SUBMITTING YOUR OFFER OR MODIFICATION (MAR 2015) (MODIFIED):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2] 3/10/22

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES:** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research

and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

**TAXPAYER IDENTIFICATION NUMBER:** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**VENDOR REGISTRATION MANDATORY (MODIFIED MARCH 2020):** The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.

**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. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

**BOARD APPROVAL REQUIRED:** Any award is subject to prior approval by the Horry County School Board of Trustees. Board meetings are normally, but not always, held monthly. [02-2B015-1]

**CONTENTS OF OFFER (RFP):** (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) The contents of your offer must be divided into two (2) parts, the technical proposal and the business proposal. Each part should be bound in a single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

**ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (REVISED MAY 2018):** In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the page three (3). Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the Offeror's name, and specify whether its contents address technical proposal or business proposal. If USB drives are provided, each set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [Rev02-2B070-2]

**SUBMITTING A PAPER OFFER OR MODIFICATION:** Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS."

If you must submit a paper offer or modification the following instructions apply: (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to one of the following address:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Horry County Schools	Horry County Schools
Procurement Office	Procurement Office, B300
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. The District is only receiving packages via of delivery service on Tuesdays and Thursdays. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) If the solicitation is a Request For Proposal, you must submit one (1) original and five (5) copies. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**MAIL PICKUP:** The District's Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays) and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer. [02-2B080-1]

**ON-LINE BIDDING INSTRUCTIONS (REVISED MARCH 2020-MODIFIED):** (a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you.

3 **Only offers with an email status of "Vendor Bid File Submittal" have been received by the District.**

**Offers with a status of "saved" have not been received.**

If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) . The Procurement Office is not able to assist you in entering your offer.

It is **STRONGLY** recommended that you enter your bid online well before the bid opening date and time.

**OPENING PROPOSALS –INFORMATION NOT DIVULGED (RFP):** In competitive sealed proposals, neither the number nor identity of Offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

**PROTEST-CPO – HCS ADDRESS (MODIFIED):** Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing (a) by email to [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net) , (b) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 260005, Conway, SC 29528-6005. [02-2B120-1]

**UNIT PRICES REQUIRED (JAN 2006):** Unit price to be show for each item. [02-2B170-1]

### III. SCOPE OF WORK / SPECIFICATIONS:

**STATEMENT OF WORK (JUN 2007):** Please see ATTACHMENT for STATEMENT OF WORK. [03-3003-1]

**SEE BIDDING SCHEDULE** [03-3005-1]

#### INTRODUCTION:

Horry County Schools (HCS) is the third largest school district among the 85 school districts in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952 as a result of the consolidation of all existing school Districts in the county. Horry County Schools has more than 45,000 students. The district is made up of 52 schools and four additional program schools within nine attendance areas: Aynor, Carolina Forest, Conway, Green Sea Floyds, Loris, Myrtle Beach, North Myrtle Beach, Socastee, and St. James.

The District is governed by a board of trustees, the Horry County Board of Education, consisting of a 12-member Board of Education, elected from single-member Districts with the Board Chairman elected at-large. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.

#### PURPOSE:

It is the intent of the Horry County Schools Office of Procurement to solicit offers from qualified vendors to establish a contract for the installation, implementation, technical service, and support of the Building Automation System (BAS), including the building control systems and associated components for the facilities within the District in accordance with all requirements stated herein. The District would support an approved equal control system that can be expanded and fully seamlessly integrated into the existing BAS.

The vendor awarded the contract resulting from this solicitation will also be the vendor for BAS on construction and renovation projects working either directly or indirectly for the District or other contractors who perform work for the District. The District may bid a specific project out separately or may simply specify the use of this vendor and/or brand on construction and renovation projects.

This will be a one (1) year contract with option to renew for four (4) additional years to the successful recognized national manufacturer, installer, and service provider of a Building Automation System and its associated components.

#### SCOPE OF WORK:

Horry County Schools (The District) is interested in contracting the services of a recognized national manufacturer, installer, and service provider of Building Automation System and associated components to provide comprehensive services to support the District's existing Siemens Apogee system and to provide services for new installation, upgrades, and system expansion. These specifications cover professional services to furnish all supervision, labor, materials, training, technical support, supplies and equipment necessary to provide the services requested. Offerors are invited to submit a proposal and quotation for the purpose of providing Apogee/Approve Equal maintenance, repair, and enhancement programming per the requirements listed in this RFP.

Support and monitoring support services under this contract may require the following technical staff:

Technical Support – BAS vendor must have support personnel available 24/7 as part of software support plan and/or renewal rates.

Dispatched Repair Service – BAS vendor must be able to provide, if requested, additional repairs during scheduled service work and emergency repairs as needed and authorized by the District representative(s).

- a. Respond within 2 hours to emergency repair requests authorized by the District Facilities contract administrators.
- b. Written authorization by the District is required before any additional repair work is completed. A purchase order will be provided.
- c. Communicate with the District Facilities contract administrators at the completion of emergency repairs to ensure the repairs are documented completely and any follow-up work is documented in the Facilities work order management system.

Remote Alarm Monitoring and Response – BAS contractor must be able to provide, if requested, critical alarm monitoring and initial troubleshooting/diagnostic services. The ROC (Remote Operations Center) will be granted access to the BAS server to establish real time connectivity to monitor up to 60 critical facilities 24/7 and notify designated facility contact personnel as they happen with initial troubleshooting information as to what has occurred.

## Background

The District's Siemens Apogee system is a very complex network of electronic devices and networked communication within the building operation infrastructure that helps control, monitor and maintain effective and efficient building systems operations and environmental controls in administrative, classroom, athletic venues and laboratory spaces. Below is an approximate inventory of the existing Apogee system:

Siemens Apogee/Designo Version 5.1Q2  
 Number of Virtual Servers = 2  
 Proprietary Siemens Field Panels = 117  
 BACnet Siemens Field Panels = 261  
 Proprietary Siemens Floor Level Devices (TEC's) = 4,891  
 BACnet Siemens Floor Level Devices (TEC's and DXR's) = 761  
 Total System I/O Count = approximately 37,000  
 Siemens Apogee System Object count = approximately 276,000

## General Requirements

The District utilizes an existing Siemens Apogee system which is used to remotely monitor, program, and control the various on and off campus facilities, systems, and equipment. The Siemens Apogee system includes over 63 buildings located in Horry County on the Apogee network.

The BAS shall be maintained, and additions of new and renovated facilities by the Controls contractor per specification for each new or renovated facility. Access to the system, either locally in each building, or remotely from a central site or sites, shall be accomplished through the existing Designo server virtual private network (VPN) TCP/IP network. The new system must be able to perform programming changes to the existing Apogee devices that are on campus. If provider's solution can't make the required programming changes, all devices must be replaced at no cost to the owner.

It is the intent of this solicitation to establish a provider of a BAS to operate and monitor mechanical and electrical systems which contribute to control system improvements and operating cost reductions. All additions or renovations are to be added to the existing Siemens Apogee Designo Server.

At present, several buildings have building automation installed. Present communication to existing automation systems consists of TCP/IP communications over Ethernet, TCP/IP local area network. (*Static IP over DHCP is the standard we go by for all new devices.*) All future building automation systems communications shall be via Ethernet TCP/IP when these services are in the building. Only TCP/IP protocol will be allowed between any buildings and/or to other systems using the Horry County Schools Ethernet LAN network.

BACNET Communications is the required communications protocol. The BAS architecture shall consist of the products of a manufacturer regularly engaged in the production of Building Automation Systems and shall be the manufacturer's latest standard of design at the time of installation.

Provide a single EMS network frontend system that will operate over the existing District fiber optic Ethernet LAN; that interconnects District buildings and is transparent to the user; that all control and monitored data points appear and function as single system points regardless of their vendor origin; and that all points are continuously accessible to the system.

Standardize all future Building Automation System controls District-wide and increase standardization of other associated equipment and components to simplify technical training and troubleshooting of equipment, reduce maintenance cost, decrease spare parts inventory, and eliminate duplication of hardware and software systems to maximize energy savings.

Provide software upgrades and software support for all new servers, supervisory controllers, system controllers as well as all existing Apogee servers, file servers, supervisory controllers, system controllers and any other existing Apogee software updates on an annual basis.

The BAS as provided shall incorporate, at a minimum, the following integrated features, functions, and services:

- a. Operator information, alarm management and control functions
- b. Enterprise-level information and control access
- c. Information management including monitoring, transmission, archiving, retrieval, and reporting functions
- d. Diagnostic monitoring and reporting of BAS functions
- e. Offsite monitoring and management access
- f. Energy management
- g. Standard application for terminal HVAC systems
- h. Indoor Air Quality monitoring and control
- i. Continuous commissioning software
- j. Optimization software and capabilities.

It is anticipated that over time the District will expand its systems in numerous locations throughout Horry County and that the new or expanded systems will fall under this service contract, at the discretion of the District.

Existing Automation Systems – The system shall integrate the existing automation equipment into the system. Provide a complete description of the proposed methods for expansion of system to facilities already possessing an automation system and how existing equipment will be integrated into the campus automation system. The system shall utilize existing communications bus, DDC hardware, and software protocol. The proposed system shall be capable of remotely downloading Apogee application specific field controller's software and capable of remotely configuring Apogee application specific field controllers from the remote operator workstations. The proposed system shall be capable of tuning control parameters of existing Apogee application specific controllers from the remote operator workstations. The proposed system shall be capable of utilizing existing global district-wide control strategies which encompass multiple locations throughout the District. Simply integrating or mirroring points from the existing district-wide Siemens Apogee network or operator workstations will not be acceptable.

If the proposed system cannot meet 100% of the requirements, the controls contractor must replace the existing Apogee operator workstations, network devices, field controllers, application specific controllers and replicate graphics, control sequences, and schedules at the controls contractor's expense. A proposal that replaces the existing BAS must: include a detailed plan to limit operational disruptions during the system replacement; perform hardware and network replacement work during after-hours or unoccupied times; provide District employees operator and system administrator training; and have the system replacement completed within one calendar year of the date of award.

### **BAS Software Requirements**

Software Information – The system must have software to perform the items listed below.



Provide descriptive paragraphs or examples specifically addressing software features listed below. Where a feature is not fully available at the time of proposed submittal, indicate whether it is under development at the time, and an estimated completion date. If the proposed system provides equivalent performance but does not achieve the results in the manner specified, provide examples and explanation of the equivalent feature.

Where standard documentation provides the descriptions and examples listed, the proposal may simply reference the appropriate page and paragraph number of that documentation. If this method is used, a copy of that documentation shall be provided with each copy of the Technical Proposal. Software features to be addressed (in the following order) are:

- a. The system must have an automatic restart sequence after power failure. Describe automatic restart of component equipment after power failure.
- b. The system must accommodate multiple independent operator stations. Indicate the number of operator terminals which may independently issue commands and display data and graphics simultaneously.
- c. The system must accommodate digital displays representative of those proposed for the system. Provide color photographs of graphical displays representative of those proposed for the system.
- d. The system must provide for control algorithms. Describe and provide examples of the process for implantation of DDC panel control algorithms.
- e. The system must provide for alarm messages and assignments. Provide examples of alarm message definition and assignment, including alarm class. Provide examples of secondary alarm message definition and display.
- f. The system must provide for alarm enabling, disabling, and acknowledging. Describe process or commands for enabling duplicate alarm printing and acknowledgement functions on remote alarm printers. Indicate display and control commands which may be issued by operators at the remote alarm printers.
- g. The system must have multiple levels of control. Indicate number of levels of system access control by passwords.
- h. The system must accommodate for operator assignment of analog points.
- i. Provide examples of operator command/response sequence for analog point alarm assignment of high and low limits, limit differentials, and assignment of digital point interlock.
- j. The system must provide for a calculated point. Describe and provide examples of the process for implementation of a calculated point.
- k. The system shall provide for an "All Points Report". Provide examples of operator commands/response sequence for initiating an "All Points Report" at both the Central Operator's Station and at individual DDC panels. Reports shall include identifiers for all points, both actual and calculated, and their reported value or status. Include command/response sequences for obtaining "All Points Reports" for specific items of equipment or systems, entire buildings, and the entire network. Provide examples of the following reports and logs:
  - 1) System configuration Log
  - 2) Individual Point Parameter Log
  - 3) System Program Data File Logs
  - 4) Alarm Summary Report
  - 5) Trend Logs
  - 6) Historical Data Storage
  - 7) Historical Data File Interchange
- l. The System must provide for local DDC control software. Describe applications of software executed in the DDC control panel, that software's operation during communicating mode, and its operation during stand-alone mode. Provide examples of operator modification of applications software parameters and how those are communicated from the Central Operator's Station to the panel.
- m. The system must provide system wide electrical demand limiting. Describe the operation of the proposed demand limiting software package.
- n. Description shall specifically address how the proposed system will monitor demand, coordinate the operation of equipment across the District, respond to multiple targets and time of day rate schedules, and how demand limiting software shall respond to network communications failure.

- o. The system must provide for scheduling reoccurring events and one time or irregular events. The system must provide for producing reports and/or graphical charts on the printer as an event. Describe the proposed system's ability to schedule events, both routine reoccurring events and one time or irregular events.
- p. Continuous commissioning options should be available to provide fault detection, predictive analysis, and prioritized comprehensive diagnostics.
- q. Equipment performance monitoring should allow continuous data logging of critical parameters and notification of diversion from baseline.

## **BAS Architecture**

### **A. Building Automation System**

1. The Building Automation System shall be based on a PC industry standard of Ethernet TCP/IP. Where used, LAN controller cards shall be standard "off the shelf" products available through normal PC vendor channels.
2. The BAS shall network multiple user interface clients, automation engines, system controllers and application-specific controllers. Provide application and data server(s) as required for systems operation.
3. All BAS devices on the Building Automation System shall be capable of operating at communication speed of 1 GBPS, with full peer-to-peer network communication.
4. Network Automation Engines (NAE) shall reside on the Building Automation System.
5. The Building Automation System will be compatible with other enterprise-wide networks. Where indicated, the Building Automation System shall be connected to the enterprise network and share resources with it by way of standard networking devices and practices.

### **B. Control Network**

1. Network Automation Engines (NAE) shall provide supervisory control over the control network and shall support the following communication protocols:
  - a. BACnet Standard MS/TP Bus Protocol ASHRAE SSPC-135, Clause 9.
  - b. The NAE shall be BACnet Testing Labs (BTL) certified and carry the BTL Label. The NAE shall be tested and certified as a BACnet Building Controller (B-BC).
  - c. The Siemens N2 Field Bus.
2. Control networks shall provide either "Peer-to-Peer", Master-Slave, or Supervised Token Passing communications, and shall operate at a minimum communication speed of 9600 baud.
3. DDC Controllers shall reside on the control network.
4. Control network communication protocol shall be BACnet Standard MS/TP Bus Protocol ASHRAE SSPC-135.
5. A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided for each controller device (master or slave) that will communicate on the BACnet MS/TP Bus.

### **C. Integration**

1. Hardwired
  - a. Analog and digital signal values shall be passed from one system to another via hardwired connections.
  - b. There will be one separate physical point on each system for each point to be integrated between the systems.
2. Direct Protocol (Integrator Panel)
  - a. The BAS system shall include appropriate hardware equipment and software to allow bi-directional data communications between the BAS system and 3<sup>rd</sup> party manufacturers' control panels. The BAS shall receive, react to, and return information from multiple building systems, including but not limited to the chillers, boilers, variable frequency drives, power monitoring system, and lab ventilation controls.
  - b. All data required by the application shall be mapped into the Automation Engine's database and shall be transparent to the operator.
  - c. Point inputs and outputs from the third-party controllers shall have real-time interoperability with BAS software features such as: Control Software, Energy Automation, custom Process Programming, Alarm Management, Historical Data and Trend Analysis, Totalization, and Local Area Network Communications.
3. BACnet Protocol Integration – BACnet

- a. The neutral protocol used between systems will be BACnet over Ethernet and comply with the ASHRAE BACnet Standard 135-2020.
- b. A complete Protocol Implementation Conformance Statement (PICS) shall be provided for all BACnet system devices.
- c. The ability to command, share point object data, change of state (COS) data and schedules between the host and BACnet systems shall be provided.

#### D. Distributed Web Based User Interface

1. All features and functions of the dedicated user interface previously defined in this document shall be available on any computer connected directly or via a wide area or virtual private network (WAN/VPN) to the Building Automation System and conforming to the following specifications.
2. The software shall run on Google Chrome version 78 or later and supporting the following functions:
  - a. Configuration
  - b. Commissioning
  - c. Data Archiving
  - d. Monitoring
  - e. Commanding
  - f. System Diagnostics
3. Minimum hardware requirements:
  - a. 1 GB RAM
  - b. 2.0 GHz Clock Speed Pentium 4 Microprocessor
  - c. 40.0 GB Hard Drive
  - d. 1 Keyboard with 83 keys (minimum)
  - e. SVGA 1024 x 768 resolution display with 64K colors and 16 bicolor depth
  - f. Mouse or another pointing device

#### E. Site Management User Interface Application Components

1. Operator Interface
  - a. An integrated browser-based client application shall be used as the user operator interface program.
  - b. The System shall employ an event-driven rather than device polling methodology to dynamically capture and present new data to the user.
  - c. All Inputs, Outputs, Setpoints, and all other parameters as defined within Part 3, shown on the design drawings, or required as part of the system software, shall be displayed for operator viewing and modification from the operator interface software.
  - d. The user interface software shall provide help menus and instructions for each operation and/or application.
  - e. The system shall support customization of the UI configuration and a home page display for each operator.
  - f. The system shall support user preferences in the following screen presentations:
    - i) Alarm
    - ii) Trend
    - iii) Display
    - iv) Applications
  - g. All controller software operating parameters shall be displayed for the operator to view/modify from the user interface. These include: setpoints, alarm limits, time delays, PID tuning constants, run-times, point statistics, schedules, and so forth.
  - h. The Operator Interface shall incorporate comprehensive support for functions including, but not necessarily limited to, the following:
    - i) User access for selective information retrieval and control command execution
    - ii) Monitoring and reporting
    - iii) Alarm, non-normal, and return to normal condition annunciation
    - iv) Selective operator overrides and other control actions
    - v) Information archiving, manipulation, formatting, display, and reporting
    - vi) BAS internal performance supervision and diagnostics
    - vii) On-line access to user HELP menus
    - viii) On-line access to current BAS as-built records and documentation

- ix) Means for the controlled re-programming, re-configuration of BAS operation and for the manipulation of BAS database information in compliance with the prevailing codes, approvals, and regulations for individual BAS applications
  - i. The system shall support a list of application programs configured by the users that are called up by the following means:
    - i) The Tools Menu
    - ii) Hyperlinks within the graphics displays
    - iii) Key sequences
  - j. The operation of the control system shall be independent of the user interface, which shall be used for operator communications only. Systems that rely on an operator workstation to provide supervisory control over controller execution of the sequences of operations or system communications shall not be acceptable.
2. Navigation Trees
- a. The system will have the capability to display multiple navigation trees that will aid the operator in navigating throughout all systems and points connected. At minimum, provide a tree that identifies all systems on the networks.
  - b. Provide the ability for the operator to add custom trees. The operator will be able to define any logical grouping of systems or points and arrange them on the tree in any order. It shall be possible to nest groups within other groups. Provide at a minimum 5 levels of nesting.
  - c. The navigation trees shall be "dockable" to other displays in the user interface such as graphics. This means that the trees will appear as part of the display but can be detached and then minimized to the Windows taskbar or closed altogether. A simple keystroke will reattach the navigation to the primary display of the user interface.
3. Alarms
- a. Alarms shall be routed directly from Network Automation Engines to PCs and servers. It shall be possible for specific alarms from specific points to be routed to specific PCs and servers. The alarm management portion of the user interface shall, at a minimum, provide the following functions:
    - i) Log date and time of alarm occurrence.
    - ii) Generate a "Pop-Up" window, with audible alarm, informing a user that an alarm has been received.
    - iii) Allow a user, with the appropriate severity level, to acknowledge, temporarily silence, or discard an alarm.
    - iv) Provide an audit trail on hard drive for alarms by recording user acknowledgement, deletion, or disabling of an alarm. The audit trail shall include the name of the user, the alarm, the action taken on the alarm, and a time/date stamp.
    - v) Provide the ability to direct alarms to an email address or alphanumeric pager. This must be provided in addition to the Pop-up window described above. Systems that use email and pagers as the exclusive means of annunciating alarms are not acceptable.
    - vi) Any attribute of any object in the system may be designated to report an alarm.
  - b. The BAS shall annunciate diagnostic alarms indicating system failures and non-normal operating conditions.
  - c. The BAS shall allow a minimum of 4 categories of alarm sounds customizable through user defined WAV files.
  - d. The BAS shall annunciate application alarms at minimum, as required by Part 3.
4. Reports and Summaries
- a. Reports and Summaries shall be generated and directed to the user interface displays, with subsequent assignment to printers, or disk. As a minimum, the system shall provide the following reports:
    - i) All points in the BAS
    - ii) All points in each BAS application
    - iii) All points in a specific controller
    - iv) All points in a user-defined group of points
    - v) All points currently in alarm
    - vi) All points locked out
    - vii) All BAS schedules
    - viii) All user defined and adjustable variables, schedules, interlocks, and the like.
  - b. Summaries and Reports shall be accessible via standard UI functions and not dependent upon custom programming or user defined HTML pages.

- c. Selection of a single menu item, tool bar item, or tool bar button shall print any displayed report or summary on the system printer for use as a building management and diagnostics tool.
  - d. The system shall allow for the creation of custom reports and queries via a standard web services XML interface and commercial off-the-shelf software such as Microsoft Access, Microsoft Excel, or Crystal Reports.
  - e. Provide the capability to view, command, and modify large quantities of similar data in tailored summaries created online without the use of a secondary application like a spreadsheet. Summary definition shall allow up to seven user defined columns describing attributes to be displayed including custom column labels. Up to 100 rows per summary shall be supported. Summary viewing shall be available over the network using a standard Web browser.
  - f. Provide a focused set of reports that includes essential information required for effective management of energy resources within the facility. Energy reports shall be configurable from predefined, reconfigured templates. Required information includes but shall not be limited to: Energy Overview, Load Profile, Simple Energy, Cost, Consumption, Equipment, Runtime, Electrical Energy, Energy, Production.
  - g. Reports shall be selectable by date, time, area, and device. Each report shall include a color visual summary of essential energy information.
5. Schedules
- a. A graphical display for time-of-day scheduling and override scheduling of building operations shall be provided. At a minimum, the following functions shall be provided:
    - i) Weekly schedules
    - ii) Exception schedules
    - iii) Monthly calendars
  - b. Weekly schedules shall be provided for each group of equipment with a specific time use schedule.
  - c. It shall be possible to define one or more exception schedules for each schedule including references to calendars.
  - d. Monthly calendars shall be provided that allow for simplified scheduling of holidays and special days for a minimum of five years in advance. Holidays and special days shall be user-selected with the pointing device or keyboard and shall automatically reschedule equipment operation as previously defined on the exception schedules.
  - e. Changes to schedules made from the User Interface shall directly modify the Network Automation Engine schedule database.
  - f. Schedules and Calendars shall comply with ASHRAE SP135/2020 BACnet Standard.
  - g. Selection of a single menu item or tool bar button shall print any displayed schedule on the system printer for use as a building management diagnostics tool.
  - h. Software shall be provided to configure and implement optimal start and stop programming based on existing indoor and outdoor environmental conditions as well as equipment operating history.
6. Password
- a. Multiple-level password access protection shall be provided to allow the user/manager to use interface control, display, and database manipulation capabilities deemed appropriate for each user, based on an assigned password.
  - b. Each user shall have the following: a username (accept 24 characters minimum), a complex password (accept 12 characters minimum), and access levels.
  - c. The system shall allow each user to change his or her password at will.
  - d. When entering or editing passwords, the system shall not echo the actual characters for display on the monitor.
  - e. A minimum of five levels of access shall be supported individually or in any combination as follows:
    - i) Level 1 = View Data
    - ii) Level 2 = Command
    - iii) Level 3 = Operator Overrides
    - iv) Level 4 = Database Modification
    - v) Level 5 = Database Configuration
    - vi) Level 6 = All privileges, including Password; Add/Modify (*Comment: Include up to 12 custom levels configurable by the Administrator.*)
  - f. A minimum of 100 unique passwords shall be supported.

- g. Operators shall be able to perform only those commands available for their respective passwords. Display of menu selections shall be limited to only those items defined for the access level of the password used to log-on.
  - h. The system shall automatically generate a report of log-on/log-off and system activity for each user. Any action that results in a change in the operation or configuration of the control system shall be recorded, including: modification of point values, schedules or history collection parameters, and all changes to the alarm management system, including the acknowledgement and deletion of alarms.
7. Screen Manager
- a. The User Interface shall be provided with screen management capabilities that allow the user to view a network or user defined navigation tree.
8. Dynamic Color Graphics
- a. The graphics application program shall be supplied as an integral part of the User Interface. Browser or Workstation applications that rely only upon HTML pages shall not be acceptable.
  - b. As a minimum, the controls contractor must develop and provide complete user graphics on new projects for controls and sensors installed on major air handling systems, chilled water, boiler systems, etc.
  - c. The graphics applications shall include a create/edit function and a runtime function. The system architecture shall support an unlimited number of graphics documents (graphic definition files) to be generated and executed. The graphics shall be able to display and provide animation based on real-time data that is acquired, derived, or entered.
  - d. Graphics runtime functions – Each graphic application shall be capable of the following functions.
    - i) All graphics shall be fully scalable.
    - ii) The graphics shall support a maintained aspect ratio.
    - iii) Multiple fonts shall be supported.
    - iv) Unique background shall be assignable on a per graphic basis.
    - v) The color of all animations and values on displays shall indicate the status of the object attribute.
  - e. Operation from graphics – It shall be possible to change values (setpoints) and states in system-controlled equipment by using drop-down windows accessible via the pointing device.
  - f. Graphic editing tool – A graphic editing tool shall be provided that allows for the creation and editing of graphic files. The graphic editor shall be capable of performing/defining all animations and defining all runtime binding.
    - i) The graphic editing tool shall in general provide for the creation and positioning of point objects by dragging from toolbars or drop-downs and positioning where required.
    - ii) In addition, the graphic editing tool shall be able to add additional content to any graphic by importing backgrounds in the SVG, BMP, or JPG formats.
  - g. Aliasing – Many graphic displays representing part of a building and various building components are exact duplicates, with the exception that the various variables are bound to different field values. Consequently, it shall be possible to bind the value of a graphic display to aliases, as opposed to physical field tags.
9. Historical Trending and Data Collection
- a. Each Automation Engine shall store trend and point history data for all analog and digital inputs and outputs as follows:
    - i) Any point, physical or calculated, may be designated for trending. Three methods of collection shall be allowed:
      - A. Defined time interval
      - B. Upon a change of value
      - C. Totalization Each Automation Engine shall have the capability to store multiple samples for each physical point and software available based upon available memory, including an individual sample time/date stamp. Points may be assigned to multiple history trends with different collection parameters.
  - b. Trend and change of value data shall be stored within the engine and uploaded to a dedicated trend database or exported in a selectable data format via a provided data export utility. Uploads to a dedicated database shall occur based upon one of the following: user-defined interval, manual command, or when the trend buffers are full. Exports shall be as requested by the user or on a time scheduled basis.
  - c. The system shall provide a configurable data storage subsystem for the collection of historical data. Data can be stored in either Microsoft Access or SQL database format.
10. Trend Data Viewing and Analysis
- a. Provide a trend viewing utility that shall have access to all database points.

- b. It shall be possible to retrieve any historical database point for use in displays and reports by specifying the point name and associated trend name.
  - c. The trend viewing utility shall have the capability to define trend and study displays to include multiple trends.
  - d. Displays shall be able to be single or stacked graphs with online selectable display characteristics, such as ranging, color, and plotstyle.
  - e. Display magnitude and units shall both be selectable by the operator at any time without reconfiguring the processing or collection of data. This is a zoom capability.
  - f. Display magnitude shall automatically be scaled to show full graphic resolution of the data being displayed.
  - g. Trend studies shall be capable of calculating and displaying calculated variables including highest value, lowest value, and time based accumulation.
  - h. The Display shall support the user's ability to change colors, sample sizes, and types of markers.
11. Database Management
- a. Where a separate SQL database is utilized for information storage, the System shall provide a Database Manager that separates the database monitoring and managing functions by supporting two separate windows.
  - b. Database access shall be accomplished using standard SQL authentication including the ability to access data for use outside of the Building Automation application.
  - c. The database managing function shall include summarized information on trend, alarm, event, and audit for the following database management actions.
    - i) Backup
    - ii) Purge
    - iii) Restore
  - d. The Database Manager shall support four tabs:
    - i) Statistics – shall display Database Server information and Trend, Alarm (Event), and Audit information on the Apogee Databases.
    - ii) Maintenance – shall provide an easy method of purging records from the Apogee Server trend, alarm (event), and audit databases by supporting separate screens for creating a backup prior to purging, selecting the database, and allowing for the retention of a selected number of day's data.
    - iii) Backup – shall provide the means to create a database backup file and select a storage location.
    - iv) Restore – shall provide a restricted means of restoring a database by requiring the user to log into an Export Mode to view the Restore screen
  - e. The Status Bar shall appear at the bottom of all Apogee Database Manager Tabs and shall provide information on the current database activity. The following icons shall be provided:
    - i) Ready
    - ii) Purging Record from a database
    - iii) Action Failed
    - iv) Refreshing Statistics
    - v) Restoring Database
    - vi) Shrinking a Database
    - vii) Backing up a Database
    - viii) Resetting Internet Information Services
    - ix) Starting the Apogee Device Manager
    - x) Shutting Down the Apogee Device Manager
    - xi) Action Successful
  - f. The Database Manager monitoring functions shall be accessed through the Monitoring Settings window and shall continuously read database information once the user has logged in.
  - g. The System shall provide user notification via taskbar icons and email messages when a database value has exceeded a warning or alarm limit.
  - h. The Monitoring Settings window shall have the following sections:
    - i) General – Shall allow the user to set and review scan intervals and start times
    - ii) Email – Shall allow the user to create and review email and phone text messages to be delivered when a Warning or Alarm is generated.
    - iii) Warning – Shall allow the user to define the Warning limit parameters, set the Reminder Frequency, and link the email message.

- iv) Alarm – Shall allow the user to define the Alarm limit parameters, set the Reminder Frequency, and link the email message.
- v) Database Login – Shall protect the system from unauthorized database manipulation by creating a Read Access and a Write Access for each of the Trend, Alarm (Event), and Audit databases as well as an Export Mode required to restore a database.
- i. The Monitoring Settings Taskbar shall provide the following informational icons:
  - i) Normal – Indicates by color and size that all databases are within their limits.
  - ii) Warning – Indicates by color and size that one or more databases have exceeded their Warning limit.
  - iii) Alarm – Indicates by color and size that one or more databases have exceeded their Alarm limit.
  - iv) The System shall provide user notification via Taskbar icons and email messages when a database value has exceeded a warning or alarm limit.

#### **F. System Configuration Tool (SCT)**

1. The configuration tool shall be a software package enabling a computer platform to be used as a stand-alone engineering configuration tool for a Network Automation Engine (NAE) or a Network Integration Engine (NIE).
2. The configuration tool shall provide an archive database for the configuration and application data.
3. The configuration tool shall have the same look-and-feel at the User Interface (UI) regardless of whether the configuration is being done online or offline.
4. The configuration tool shall include the following features:
  - a. Basic system navigation tree for connected networks
  - b. Integration of Apogee FLN enabled devices, Modbus RTU/TCP, and BACnet enabled devices
  - c. Customized user navigation trees
  - d. Point naming operating parameter setting
  - e. Graphic diagram configuration
  - f. Alarm and event message routing
  - g. Graphical logic connector tool for custom programming
  - h. Downloading, uploading, and archiving databases
5. The configuration tool shall have the capability to automatically discover field devices on connected buses and networks. Automatic discovery shall be available for the following field devices:
  - a. BACnet devices
  - b. Siemens FLN devices

#### **G. Controller Configuration Tool**

1. The configuration tool shall be capable of programming the Field Equipment Controllers.
  - a. The configuration tool shall provide the capability to configure, simulate, and commission the Field Equipment Controllers.
  - b. The configuration tool shall allow the FECs to be run in Simulation Mode to verify the applications.
  - c. The configuration tool shall contain a library of standard applications to be used for configuration.
2. The configuration tool shall be capable of programming the field devices.
  - a. The configuration tool shall provide the capability to configure, simulate, and commission the field devices.
  - b. The configuration tool shall allow the field devices to be run in Simulation Mode to verify the applications.
  - c. The configuration tool shall contain a library of standard applications to be used for configuration.
3. A wireless access point shall allow a wireless enabled portable PC to make a temporary Ethernet connection to the Building Automation System.
  - a. The wireless connection shall allow the PC to access configuration tool through the web browser using the User Interface (UI).
  - b. The wireless use of configuration tool shall be the same a wired connection in every respect.
  - c. The wireless connection shall use the Bluetooth Wireless Technology.

### **Controls Commissioning and Training**

**Commissioning:** The controls contractor must calibrate and verify controls and system operations for installed equipment and components through the specified design parameters for the project. Items found that need to be repaired but are not provided by this contract shall be brought to the attention of the District's Facilities representative and documented in a service report.



Additional requirements, terms and conditions could apply on construction and renovation contracts that the controls contractor may be a subcontractor on.

Online training: Web based training should be available to all operator and maintenance personnel where applicable.

In-service training: When specified for new installation, upgrades, and system expansion, the controls contractor shall provide operator and maintenance personnel training on new equipment and components including a detailed overview of the proper O&M and system sequence of operation. Training shall include instructional time in a classroom setting and field time to review the newly installed systems. Additional requirements, terms and conditions that apply on construction and renovation contracts that the controls contractor may be a subcontractor on will be specified in the project specifications.

### **Operator's Training, I**

The first session shall be taught at the District's Facilities site within 60 days of the purchase order of the system. A maximum of eighteen (18) personnel will attend this course. The training session shall include instruction on the specific hardware configuration of the installed system and specific instructions for operating the installed system and interface with the equipment used for monitoring and control. Upon completion of this session, each student should be able to start the system, operate the system, recover the system after a failure, and describe the specific hardware architecture and operation of the system. This session shall include:

- General system architecture
- Functional operation of the system
- Operator commands
- Use and implementation of application programs, control sequences, and control loops
- Color graphics generation
- Data base entry and modification, including data bases required for communications
- Reports generation
- Alarm reporting
- Diagnostics
- Use of Operator's Station Equipment

### **Operator's Training, II**

The second training session shall be taught at the District's Facilities site within ninety (90) days after receipt of purchase order of the system. A maximum of eighteen (18) personnel will attend this session. The course shall consist of "hands-on" training under the constant monitoring of the instructor. The instructor shall be responsible for determining the appropriate password to be issued to the student commensurate with each student's acquired skills at the beginning of each of these individual training sessions.

### **Maintenance Personnel Training**

The maintenance training session shall be taught at the project site after completion of the BAS installation. A maximum of eight (8) personnel will attend the course. This training shall not be scheduled at the same time as any session of Operating Training. The training shall include:

- Physical layout of each piece of hardware
- Troubleshooting and diagnostic procedures
- Repair instructions
- Preventative maintenance procedures and schedules
- Calibration procedures

### **System Administration's Training**

Provide a training session at the District's Facilities site or at control contractor's training center within fifteen (15) days following determination of personnel responsible for system administration. A maximum of three (3) people will attend this training. This session must cover the advanced features and capabilities of the system. Topics to be covered shall include:

- Custom software – algorithmic sequence development and implementation
- Optimization features
- Advanced energy management functions – development of software
- Demand limiting strategy development and implementation
- Utility hourly pricing demand reduction through District-wide immediate execution of resetting space temperature ranges, lighting level reductions, and others as developed to reduce energy demand
- Energy consumption monitoring reports and profiles
- Custom report generation
- Database functions – to include data collection, trend logs, and data export functions

### **Sales Engineering Services**

The controls contractor shall have a sales engineering staff to support planning and design on upcoming projects. The controls contractor will be required to provide sales engineering services to the District's selected architectural and engineering firms. The sales engineering services required include but are not limited to:

- a. Review and advisement to the District and its selected architectural/engineering firms of their project plans and specifications to ensure feasibility and effectiveness.
- b. Providing a detailed, itemized material and labor cost breakdown to supply all materials and labor as per project plans and specifications being reviewed as a pre-project bid price that is furnished to the District prior to project bid advertisement.
- c. Pricing for all projects (large, small, renovations or new construction) shall be provided on Microsoft Excel spreadsheet the District Project Representative.
- d. Should the control sequence package require systems from another specialty vendor, such as a fume hood air velocity control vendor, the pricing shall include the equipment and labor of the specialty vendor necessary to provide a complete and operational control system in accordance with the project and/or manufacturer's specifications.

### **Project Documentation**

Control system submittals shall be submitted for pre-installation review and approval to the District's project manager and as required in construction and renovation contract documents, to A&E and contractors that the controls contractor may be a subcontractor to.

Final closeout documents including O&M manuals for equipment and components and as-built control schematics with points list and detailed sequence of operations must be supplied to the District. As a minimum, one (1) reproducible electronic copy must be provided. Additional copies may be required to meet the requirements of construction and renovation contract documents that the controls contractor may be a subcontractor on.

### **Scheduling and Timely Completion of Project Work**

For each job and pricing proposal, the controls vendor must include for approval by the District's project representative, a detailed schedule of values and job completion with key milestone dates for approval and monitor timely completion of work. Additional terms and conditions could apply to construction and renovation contracts that the controls contractor may be a subcontractor on.

### **Warranties**

The system and components shall carry a one-year labor and material warranty from the control system acceptance by the District's project representative.

**BID BRAND NAME OR EQUAL:** (Note: As used in this clause, the term “brand name” includes identification of products by make and model.)

(a) If items called for by this solicitation have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such product are clearly identified in the bid and are determined by the District to meet fully the salient characteristics requirements listed in the solicitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an “equal” product, the bid shall be considered as offering the brand name product referenced in the solicitation.

(c)(1) If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the solicitation, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the procurement officer. CAUTION TO BIDDERS. The procurement officer is not responsible for locating or securing any information that is not identified in the bid and reasonable available to the procurement officer. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the procurement officer to:

- (i) Determine whether the product offered meets the salient characteristics requirement of the solicitation, and
- (ii) Establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the procurement officer.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the solicitation, he/she shall:

- (i) Include in his/her bid a clear description of such proposed modifications, and
- (ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the solicitation will not be considered.

**DELIVERY / PERFORMANCE LOCATION:** After award, all deliveries shall be made, and all services provided to the location specified by HCS in its purchase order or purchasing card authorization. Delivery will be made to each individual schools' location. Horry County Schools does not have a central warehouse for deliveries. The Directory for the Horry County Schools is available online at the url: <http://www.horrycountyschools.net> , then select Our Schools under the About Us.

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER:** After award, all deliveries shall be made, and all services provided to the location specified by the HCS school/location in its purchase order. [03-3020-1]

**DELIVERY:** Delivery of all items shall be F.O.B. Destination, installed and set in place with operational instructions given. Installation shall mean unpacked, assembled, set in place, tested, and certified by the contractor's representative as operational and ready for use.

**DELIVERY AND FOB REQUIREMENTS–** All shipments shall be F.O.B. destination, freight prepaid and Allowed to the district locations specified in the purchase order or purchasing card authorization. The term FOB destination shall mean delivered and unloaded at either the delivery location, with all charges for transportation and unloading paid by Contractors. These charges are to be included in the price of the product, not invoiced separately by Contractors.

**PACKAGING:** All items shall be packed in substantial commercial boxes of the type, size, and kind commonly used for the purpose to insure a safe delivery to the school.

Purchase order numbers and / or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order. All orders received must be accompanied by a

packing list indicating quantities ordered, quantities shipped, a description of the item and a purchase order number, must be delivered with all items. Until receipt and acceptance by the District, items furnished will remain the liability of the contractor, including all risk of loss and damage in any stage of shipment. Deliveries must be signed for by the school contact.

**OPERATIONAL MANUALS:** Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

**QUALITY – NEW:** All items must be new. [03-3060-1]

**SAMPLES:** Throughout the life of the contract, the Horry County Schools District reserves the right to require sample(s) for evaluation, if deemed necessary.

#### IV. INFORMATION FOR OFFERORS TO SUBMIT:

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL:** Offeror shall submit a signed Cover Page and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-2]

Offers shall include the following with their response:

1. A list of references from at least three (3) commercial accounts the Offeror has performed or is currently performing a similar or larger scale scope of work within the past two (2) years. Provide the name of the business, address, contact person, telephone and/or email address. HCSD reserves the right to contact references provided. The District prefers that Horry County Schools not be listed as references. The District reserves the right to contact any, all or none of the references provided pursuant to this section.
2. List of failed projects, suspensions, debarments, and significant litigation. If none exists, include a statement stating such.

**INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION:** In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

The following outline may be helpful in preparing your proposal. Your offer should address each of the areas outlined below (as applicable) and provide the information requested. As your offer will be evaluated based on the information you provide, failure to provide a complete and comprehensive presentation of your solution could negatively affect our evaluation of your offer.

**Offerors are strongly encouraged to refrain from providing erroneous or extra information, exhibits, pictures, etc. except for what is specifically requested. Such items will not be reviewed or considered in proposal evaluations.**

- a) The successful Offeror must provide satisfactory evidence of all required insurance coverage and licenses PRIOR TO PERFORMANCE. The contractor and any subcontractors must be licensed in the State of South Carolina prior to performing any work.
- b) Be sure to see any additions in the online bidding system (Vendor Registry) for details on deadlines or for questions.

#### Proposal Format -Two Volume Proposal Submittal

Offerors shall submit proposals on-line through the website in **two (2) separate electronic files as follows:**

- “Technical Proposal” and,
- “Business Cost Price Proposal”

**Section 1: Cover Page – Page 1** of this Solicitation Document and **Cover Page 2** of this Solicitation Document (Contact Information & Acknowledgement of Amendments)

**Section 2: Technical Proposal – This section shall not contain any pricing information.**

**Technical Proposal/Qualifications:** Qualification submittals must meet the requirements of this section to be considered. Responses must be complete; partial or incomplete responses will not be considered. Responses must be clear, concise, and relevant.

1. **Letter of Interest** – A letter executed by an authorized official of the control's contractor committing to the requirements specified in this Request. Provide a summary of the firm's experience and capabilities in related endeavors with public agencies and why you are interested in this contract. Provide an explanation of what approach and methodology your firm has that differentiates your team as the best candidate to support this contract.
2. **Description of Firm** – Provide basic company information including name of firm; street, mailing, and email addresses; phone and fax numbers; along with the name of a primary contact regarding this submittal. Provide the number of years the firm has been in business in South Carolina; South Carolina business and contractor licensures; form of ownership; and state of residency or incorporation. If the firm has multiple offices, the Qualifications submittal should primarily include information about the office and personnel who will perform work at Horry County Schools' (The District) facilities.

The BAS Contractor shall have a branch facility within a 50-mile radius of the Horry County Schools Facilities Department (located at 1160 E. Hwy.501, Conway, SC 29526), supplying complete maintenance and support services on a 24 hour, 7-day/week basis. The BAS Contractor shall be a recognized national manufacturer, installer, and service provider of BAS. The BAS Contractor shall be licensed through SCLLR, with a minimum license of category of EL5.

3. **Experience** – Provide examples of specific project experience on a K-12 campus; implementation of BACNET communication protocol; and interfacing with Siemens Apogee systems. Describe two to three projects that demonstrate the firm's capabilities to support the contract at hand. For each project, the following information should be provided: project name, location, dates during which the project/contract was accomplished with brief description of project services provided by the control's contractor and estimated value of the project/contract.
4. **Existing Automation Systems Integration** – The system shall integrate the existing automation equipment into the system. Provide a complete description of the proposed methods for expansion of system to facilities operating within a Siemens Apogee network and how existing equipment will be integrated into the campus automation system. For example: Describe in detail how your company would fully integrate building controls in an existing building that is already networked on Siemens Apogee where only a portion of the system is being replaced. (Example Appendix A – Building replacement of controls on a specific air handler.) Vendor shall provide all software programming tools needed to modify, update, and maintain the existing system at no charge.
5. **Software Support Plan** – Describe the Controls contractor's plan for providing software support to the District. The proposal shall recommend the level of on-site software support for the proposed system, any cost involved, and the duties and responsibilities for all persons assigned on-site by the Controls contractor. The proposal shall describe the normal corrective action that is taken from the time an installation experiences a software problem to the time a corrective action is made available to the installation. This description should include the procedure for applying corrections to the software supplied by the Controls contractor. The proposal shall also describe the procedure the District would follow to request changes in the software.

6. **Personnel** – Provide general information about the firm's personnel resources, including classifications, number of employees, locations and staffing of offices that support work throughout the State of South Carolina. More detailed information should be included for key personnel expected to be involved in contract work throughout the District. Key personnel may include the manager in charge, project manager, engineers, senior technicians, field technicians, programmers, and service personnel.

Provide a complete list of control contractor job titles/work categories of employees who may be assigned to complete projects under the terms of this contract.

7. **Job Pricing Methodology** – Describe your plans for Open Book pricing and competitive future pricing on jobs. Describe your company's pricing program and/or procedures in detail for pricing standard configuration jobs (e.g. a VAV terminal unit with reheat, VAV air handler system, etc.).

*Pricing is to be separated from your Technical Proposal. Do not include any pricing in your technical proposal.*

8. **Technical Training Section** – Provide a description of the staff training plan on the proposed system for District staff who will work with this system. Include the following details in the proposal:

- a. Number of people designated or available to support onsite training and their level of expertise (educational and working experience)
- b. Syllabus for each of the training programs dealing with the programming and maintenance of campus control systems and devices with recommended duration for each training session.
- c. A catalog of factory offered classes and their associated cost with the location that they are offered.
- d. Proposed training plans for proposals that require replacement or major modifications of the existing BAS.

9. **Minority Participation and Outreach Program** – Describe your firm's program and/or policies regarding minority participation and non-discrimination, including the firm's history of Minority Owned Business Enterprise (MBE) participation. Include a strategy for promoting minority subcontractor participation in this project and a realistic goal for participation. List references of MBE firms who can speak to your firm's utilization of MBE on previous projects.

10. **Financial Information** – Supply financial and main banking references. List the firm's total annual billings for each of the past three calendar years. What percentage of your firm's work has been negotiated during the past three years? Has the firm ever failed to complete, or been removed from any project that it has been awarded? The control contractor selected may be required to provide a 100% performance and payment bond for the entire amount of the cost of construction; confirm your ability to meet this requirement and provide your firm's bonding rate for a project of this value.

11. **Hardware List** – Provide a complete list of Control contractor manufactured equipment and components proposed under this contract. List shall include specification paragraph number, name of device, manufacturer's name and model number and brief description of any special features or options. List shall include all devices anticipated to provide a complete working system under the terms of this contract. Vendor shall provide all supervisory and field controllers as BACnet Testing Labs Listed and provide the appropriated PICS (Protocol Implementation Conformance Statement) for all controllers provided. Below is a partial listing of the types of Direct Digital Control (DDC) equipment and components the manufacturer may have to offer:

- a. Supervisor Control Panel
- b. Direct Digital controllers
- c. Space Temperature Sensor
- d. Duct Temperature Sensor
- e. Liquid Temperature Sensor
- f. Space Humidity Sensor
- g. Duct Humidity Sensor
- h. Liquid Pressure Sensor
- i. System Communications Equipment

- j. Disk Storage System
- k. Un-interruptible Power Supply
- l. Ethernet Interface Hardware
- m. Onicon flow meters
- n. Central operator's workstation

**Section 4: Business Proposal:** The Business Cost Proposal must be submitted in the electronic upload as a separate document/file from the Technical Proposal and file labeled "Business Proposal" and shall include Page 1 of this solicitation and section VIII, Bid Schedule/Price Proposal, of this solicitation document.

1. **Appendix E – Bidding Schedule** – details Specialist's and Craftsman's Skills along with mark-ups on Hardware components. This spreadsheet is to be filled out and reattached in the online system with your bid. Do not include the price proposal in your technical proposal.
2. **Job Pricing for Horry County Schools** – Utilize the above noted prices and job pricing methodology to price the following jobs with supporting documentation. Include sensors, instrumentation to provide a fully operational control commissioned system. Power, network jacks, control valves, flowmeters, variable speed drives, dampers and electric actuators will be furnished by others.
  - a. New controls associated with a replacement of four (4) makeup air units. See Appendices A, D, E & F. The Unit Price is to be entered in Appendix E spreadsheet. Attach spreadsheet in Vendor Registry with bid.
  - b. New Variable Fan Drive on a cooling tower. See Appendix B & E. The Unit Price is to be placed in Appendix E spreadsheet. Attach spreadsheet in Vendor Registry with bid.
  - c. Upgrade BAS at one school from existing Siemens Apogee to Siemens Apogee Desigo system. See Appendices C, D, E & F. Attach spreadsheet in Vendor Registry with bid.

THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY

Name of Offeror as identified on the cover page: \_\_\_\_\_  
(Full legal name of business submitting the offer)

Authorized Signature: \_\_\_\_\_  
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

**MINORITY PARTICIPATION (DEC 2015):**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract a SC will perform certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

**RECYCLED PRODUCT:** Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research

Yes \_\_\_\_\_ No \_\_\_\_\_ (Items: \_\_\_\_\_) [04-4025-1]

If the above applies to more than one item, please indicate above.

**SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE – REQUIRED:** [ASK QUESTIONS NOW: If you have a properly qualified third-party report or certification you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.] [04-4027-1]

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit,



and access all District information. In order for the District to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

## V. QUALIFICATIONS:

**QUALIFICATION OF OFFEROR (MAR 2015):** (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

- Offeror must currently be in the Building Automation Systems service.
- Offers shall have a minimum of five (5) years demonstrated experience in providing building automation and controls service.

**SUBCONTRACTOR – IDENTIFICATION:** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "District information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), 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 state may evaluate your proposed subcontractors. [05-5030-2]

## VI. AWARD CRITERIA:

**AWARD CRITERIA – PROPOSALS (RFP):** Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

**AWARD TO ONE OFFEROR:** Award will be made to one Offeror. [06-6040-1]

**COMPETITION FROM PUBLIC ENTITIES:** If a South Carolina governmental entity submits an offer, the Procurement Specialist will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004) [06-6057-1]

**DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (RFP):** Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated, and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible

of being selected for award. If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

**EVALUATION FACTORS – PROPOSALS:** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous [06-6065-1]

Proposals for cost will be evaluated by hour(s), job(s), and unit(s) per appendices, A, B, C, and D (attached), as detailed in Appendix E (Bidding Schedule).

1. Technical Proposal Detailing Existing Automation System Integration – 35
2. Technical Support Plan/Certified personnel Assigned to Contract – 20
3. Cost Proposal – 20
4. Offerors Experience and Qualifications – 15
5. Technical Training and Support – 10

**UNIT PRICE GOVERNS:** In determining award, unit prices will govern over extended prices unless otherwise stated.[06-6075-1]

## 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 Specialist. 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 state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Specialist with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state 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 Specialist prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law. [07-7A004-2]

**AFFIRMATIVE ACTION:** During the term of the contract, contractors will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

**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 Horry County Schools. 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 HCS 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 cancellable and subject to immediate termination by HCS upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

**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. [07-7A010-1]

**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 Procurement Specialist, (2) the solicitation, as amended, , (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting HCS' final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation (i) a purchase order or other instrument submitted by HCS or (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by HCS. Any document signed or otherwise agreed to by persons other than the Chief Procurement Officer shall be void and of no effect. [07-7A015-2]

**CONTRACT VIOLATION:** During the term of the contract, contractors who violate this contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations, include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

**DISCOUNT FOR PROMPT PAYMENT:** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided HCS annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement 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, Florence County, 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. (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 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. [07-7A025-1]

**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. [07-7A030-1]

**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. [07-7A035-1]

**FIXED PRICING REQUIRED:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

**NO INDEMNITY OR DEFENSE:** Any term or condition is void to the extent it requires HCS to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

**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. (B) Notice to contractor shall be to the address identified on Cover Page. Notice to HCS shall be to the Procurement Specialist 's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

**OPEN TRADE (JUN 2015):** During the contract term, including any renewals or extensions, Contractor will not engage 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. [07-7A053-1]

**PAYMENT & INTEREST (FEB 2015):** HCS shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by HCS. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, HCS shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to HCS shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law equitable and statutory rights of set-off. [07-7A055-3]

**PAYMENT WITH PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business concern
- Contract number or other authorization for delivery of service or property
- Complete description per individual line item
- Price and quantity of property or service actually delivered or executed.
- Shipping and payment terms.
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
- Other substantiating documentation of information as required by the contract.

Invoices shall be provided to Horry County Schools at the address below. An itemized invoice shall be provided even if payment is made with a District purchase card.

Horry County Schools  
Attn: Maintenance or Capital Improvements  
1160 E. Hwy. 501  
Conway, SC 29526

During the term of the contract, if the District identifies items that have been overcharged, the contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the HCS's may result in the contract being terminated.

**PUBLICITY:** Contractor shall not publish any comments or quotes from HCS employees, or include HCS in either news releases or a published list of customers, without the prior written approval of the Procurement Specialist. [07-7A060-1]

**PURCHASE ORDERS:** CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM HORRY COUNTY SCHOOLS. The District 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 electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

**RECORDS RETENTION AND RIGHT TO AUDIT:** Horry County Schools has the right to audit the books and records of the vendors they pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for six (6) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

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

**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. [07-7A075-1]

**TAXES:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by HCS, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by HCS. It shall be solely HCS' obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by HCS to contractor, contractor shall be liable to HCS for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

**THIRD PARTY BENEFICIARY:** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

**WAIVER:** HCS 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 Procurement Specialist has actual authority to waive any of HCS' rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## VII. TERMS AND CONDITIONS – B. SPECIAL:

**ACCEPTANCE OF OFFERS 10% BELOW PRICE:** If the district is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the district may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Specialist in sufficient detail to satisfy the requirements of an external audit.

**BANKRUPTCY – DISTRICT INFORMATION:** (a) All District information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the District, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, District information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the District, before such filing, all District information that is in Contractor's possession in a format that can be readily utilized by the District.

(c) In order to protect the integrity and availability of District information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information. [07-7B007-1]

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** By submitting an offer, the offeror certifies that the offeror has and will comply with all contracts and subgrants in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

**CHANGES:** (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Specialist 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 HCS 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.
- (g) Product upgrades and new products that are offered by manufacturer.

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 District 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 Specialist 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 District 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. [07-7B025-1Revised 2017 06]

**CISG:** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

**CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C.1251 et seq.), as amended:** By submitting an offer, the Offeror certifies that the Offeror has and will comply with when required, where applicable, Contracts and subgrants of amounts in excess of \$100,000 to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA). The District and Offeror mutually agree to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 USC 7401-7671q), the Federal Water Pollution Control Act, as amended (33 USC 1251-1387), Executive Order 117389, Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322, and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

**COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

**CONFERENCE – PRE-PERFORMANCE:** Unless waived by the Procurement Specialist, a pre-performance conference between the contractor, district and Procurement Specialist shall be held at a location selected by the district within five (5) 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. [07-7B040-1]

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE–SOFTWARE LICENSING–SINGLE AGENCY:** Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements–Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. [07-7B042-1]

**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. [07-7B045-1]

**CONTRACTOR'S LIABILITY INSURANCE – GENERAL(FEB 2015) (MODIFIED):**(a) Without limiting any of the obligations or liabilities of Contractor, 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 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 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) Horry County Schools, and the 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 District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the 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 District if requested with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District 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 cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 this provision applies regardless of whether or not the District 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 District. The District 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 District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

**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. [07-7B060-1]

**CONTRACTOR PERSONNEL - OBLIGATION:** Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents.



Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. No improper attire or actions while on any District premises.
4. No tobacco products or alternative nicotine products on District premises.
5. No direct communication with building occupants at the worksite, including the Principal, unless an emergency occurs. All communication shall be made directly to and through the District's representatives assigned to the project.
6. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
7. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
8. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
9. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
10. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

**CONTRACTORS OBLIGATION – GENERAL:** 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 requirements. [07-7B065-1]

**CONTRACTORS USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, HCS shall have the right, upon demand, to obtain access to, and possession of, all HCS properties, including, but not limited to, current copies of all HCS 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 HCS without the HCS' written consent, except to the extent necessary to carry out the work. [07-7B067-1]

**DAVIS BACON ACT:** By submitting an offer, the Offeror certifies that the Offeror has and will comply with when required by Federal program legislation with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts." In addition, labor standards provisions from 29 CFR Part 5 Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). See [Davis-Bacon and Related Acts | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/eis/whd/contracts) (The DOL website includes updated information which meets the requirements of RD Instruction 1940.105(b)).

**DEBARMENT AND SUSPENSION (E.O. 12549 and E.O. 12689):** No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement of Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689 – Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees.

**DEFAULT:** (a)(1) HCS may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Specialist) after receipt of the notice from the Procurement Specialist specifying the failure.

(b) If HCS terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Specialist considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, HCS may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Specialist, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Specialist, the Contractor shall also protect and preserve property in its possession in which HCS has an interest.

(f) HCS shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Specialist shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Specialist shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. HCS may withhold from these amounts any sum the Procurement Specialist determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HCS, be the same as if the termination had been issued for the convenience of HCS. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of HCS, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of HCS in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

**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. [07-7B085-1]

**ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES:** HCS may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

**ESTIMATED QUANTITY - UNKNOWN:** The total quantity of purchases of any individual item on the contract is not known. HCS does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

**ENERGY EFFICIENCY:** The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the [Energy Policy and Conservation Act \(42 U.S.C. 6201\)](#) under which the work under this contract is performed in/for South Carolina.

**ETHICS CERTIFICATE COPELAND "Anti-Kickback" Act (18U.S.C. 874 and 40 U.S.C. 276c):** By submitting an offer, the Offeror certifies that the offeror has and will comply with all contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients; subrecipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3—Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**EQUAL EMPLOYMENT OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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 District 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 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. [07-7B097-1]

**INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL:** 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 Horry County Schools, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees. [07-7B100-2]

**INDEMNIFICATION - INTELLECTUAL PROPERTY:** (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. District shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon District. District shall reasonably cooperate with Contractor's defense of such claim.

(b) In the event an injunction or order shall be obtained against District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by District. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from District, refund to District any charges paid by District therefor, and take all steps necessary to have District released from any further liability.

(c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

(d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

**INFORMATION SECURITY – DEFINITIONS (FEB 2015):** The following definitions are used in those clauses that cross reference this clause:

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**District information** means information (i) provided to Contractor by, or generated by Contractor for Horry County Schools, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the District Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

**Unrestricted information** means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

**INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS:** (a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

**Safeguarding** means measures or controls that are prescribed to protect information.

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the District information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect District information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process District information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. District information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet

Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain District information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit District information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect District information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process District information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispymware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer District information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to District information.

(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

**INFORMATION SECURITY – LOCATION OF DATA (FEB 2015):** Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing District information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

**INFORMATION USE AND DISCLOSURE (FEB 2015):** Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the District in order to access services provided by the District and such information should be used by those engaged by the District only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of District information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for District information.

(a) *Definitions*. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates*. Contractor shall be permitted to use, disclose, or retain District information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain District information in order to comply with a law, Contractor shall provide District with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to District information.

(d) *Collecting Information*. Contractor must gather and maintain District information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use.* Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose District information, or (2) retain District information after termination or expiration of this contract. Contractor acquires no rights in any District information except the limited rights to use, disclose and retain the District information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the District information itself; and (ii) disclose District information to persons having a need-to-know (e.g., subcontractors). Before disclosing District information to a subcontractor or third party, Contractor shall give the District detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return.* Notwithstanding the district's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the District (or destroy, at the District's option) all District information in its possession as and upon written request of District (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such District information).

(g) *Privacy Policy & Applicable Laws.* Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding District information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Disclosure.* Immediately upon discovery of a compromise or improper use of District information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify District of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the District all information necessary to enable the District to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of District information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the District), Contractor shall reimburse Horry County Schools for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the District, and (5) reimburse the District all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(j) *Survival & Remedy.* All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the District may have, and notwithstanding any other term of this contract, Contractor agrees that HCS may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the District shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

**INFORMATION USE AND DISCLOSURE – STANDARDS(MODIFIED):** To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. § 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of District information, as defined herein, and Contractor agrees that the District is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. §§ 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. §§ 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, § 117.117, as revised in any future annual appropriations act

(f) FERPA: Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g

(g) Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented by Department of Labor regulations (29 CFR Part 3).

(h) Davis-Bacon Act (40 U.S.C. 276a to 286a-7) as supplemented by the Department of Labor regulations (29 CFR Part 5)

[07-7B110-1].

**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. [07-7B115-1]

**OFFICE OF SCHOOL FACILITIES (OSF):** During the term of the contract, Contractor is responsible for all drawings and/or inspections that are required from Office of School Facilities (OSF). The District is not responsible for any drawings and/or inspections.

**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. [07-7B120-1]

**OFFSHORE CONTRACTING PROHIBITED:** No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

**OWNERSHIP OF DATA & MATERIALS:** All data, material and documentation prepared for HCS pursuant to this contract shall belong exclusively to HCS. [07-7B125-1]

**PALLETIZING:** Palletized products must be furnished on hardwood pallets. [07-7B140-1]

**PERFORMANCE BOND REQUIRED:** As a condition of the execution of the contract, the contractor shall supply a performance bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the State, are not under the control of the contractor, are payable to the State upon written demand to the holder of the security, and are subject to the direction of the State if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the State from all costs and damages by reason of the contractor's default, breach, or failure to satisfactorily complete any of the following terms:

Payment to all entities, individuals, and the like furnishing of labor or materials in connection with this contract; and/or  
The successful execution of the final implementation plan, including satisfactorily meeting the performance or test requirements on the dates specified in the final implementation plan and the acceptance requirements and/or  
Full and satisfactory performance of the ongoing obligations contained in this RFP, any amendments and any subsequent contract between the State and the contractor.

In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the State shall have the right to draw against the security such sums as are necessary to make the State whole, to secure and compensate the State for substituted services or other forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the State may be entitled.

The security shall be for the benefit of the State, payable only to the State at its discretion pursuant to the terms of this section, shall be in the face amount of the contract and shall be non-exclusive and in addition to all other remedies available to the State under this RFP or the contract, or by law.

The contractor shall establish the security not later than ten (10) days after execution of the contract, and failure to satisfy this requirement will void the contract.

Any interest or other income resulting from the security shall become and remain the property and possession of the contractor and shall be payable to the contractor.

The contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the State's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the State. [07-7B150-1]



**PERFORMANCE BOND REQUIRED:** Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in fact to bind the surety and certified to include the date of the performance bond. [07-7B155-1]

**PRICE ADJUSTMENTS:** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Specialist of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Specialist in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Specialist, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

**PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY:** Upon approval of the Procurement Specialist, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Specialist at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Specialist no later than fifteen (15) days after the Procurement Specialist sends contractor notice rejecting the requested price increase. [07-7B165-1]

**PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”:** Upon request and adequate justification, the Procurement Specialist 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), “all items” for services, as determined by the Procurement Specialist. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov). [07-7B170-1]

**PRICE ADJUSTMENTS – LIMITED BY PPI:** Upon request and adequate justification, the Procurement Specialist 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 Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Specialist. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov). [07-7B180-1].

**PRICING DATA -- AUDIT – INSPECTION:** [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Specialist's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment,

or longer if requested by the chief Procurement Specialist. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SERVEILLANCE SERVICES OR EQUIPMENT:**

Contractor must not obligate or expend funds to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as outlined in CFR 200.216 and described in Public Law 115-232, section 889.

**PURCHASING CARD:** Contractor agrees to accept payment by the Horry County Schools Purchasing Card for no extra charge. The Purchasing Card is issued by Master Card. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

**RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venture 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. [07-7B205-1]

**RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES:** (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the Procurement Specialist. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Specialist) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

**SOFTWARE LICENSES:** Proprietary Software: Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.

License: The District is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.

Title: Title to any proprietary software provided by the Contractor to the District will remain with the Contractor.

Trade Secrets: The District agrees that the proprietary software is a trade secret of the contractor. The District agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the District for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the District without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also

be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

**Source Code:** Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the District with a copy of the source code for said proprietary software, at no expense to the District.

**Export Control:** The District acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

**Customized Software:** Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the District by contractor and documentation used to describe, maintain and use the software.

**Title:** Title to the customized software vests in the District as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the District all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the District in understanding, using, maintaining, and enhancing said customized software.

**Software Tools:** The contractor shall provide to the DISTRICT, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the DISTRICT would require to maintain or enhance the customized software. The price for said tools and the cost to train District personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the District in response to the District's solicitation.

**Escrow for Source Code:** In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the District shall be provided a copy of the source code for said software within thirty days at no expense to the District.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the District may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

**SERVICE PROVIDER SECURITY REPRESENTATION:** The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of District information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the District with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract,

notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the District's lack of objection does not constitute a waiver. [07-7B217-1]

**SHIPPING / RISK OF LOSS:** F.O.B. Destination. Destination is the shipping dock of HCS' designated receiving site, or other location, as specified herein. (See Delivery clause). [07-7B220-1]

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

**TERM OF CONTRACT – OPTION TO RENEW FEB 2021:** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the district elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR:** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS:** Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

**TERMINATION FOR CONVENIENCE:** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Specialist: (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. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not

terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

**WARRANTY – ONE YEAR:** Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]

**WARRANTY – STANDARD SERVICE (OCT 2017):** Contractor must provide the standard warranty start date based on the unit's in-service date as established by its issue from the bidder to the using field custodian. The unit shall be furnished with a copy of the warranty statement and any necessary cards, booklets, or certificates required to receive dealership warranty repairs.

**THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY**

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL:**

Name of Offeror as identified on the cover page: \_\_\_\_\_  
(Full legal name of business submitting the offer)

Authorized Signature: \_\_\_\_\_  
(Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

**PRICE PROPOSAL (RFP):** Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]. See Exhibit E.

**THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY**

## IX. ATTACHMENTS TO SOLICITATION –

The following documents are attached to this solicitation:

### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

#### REQUIRED SUBMITTALS

#### VENDOR PROFILE & QUESTIONNAIRE

#### SUSPENSION AND DEBARMENT CERTIFICATION

#### OFFEROR'S CHECKLIST

#### **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: [dor.sc.gov](http://dor.sc.gov)

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at [dor.sc.gov](http://dor.sc.gov)

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: [dor.sc.gov](http://dor.sc.gov) [09-9005-5]

### REQUIRED SUBMITTALS for Solicitation # 2223-07AR

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this solicitation, the instructions provided and the documents shown on this sheet need to be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration.

**NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.**

<input checked="" type="checkbox"/>	Pages 1 & 2 (COVER SHEET)
<input type="checkbox"/>	SUBMITTALS REQUIRED as per II. Instructions to Offerors – B. Special Instructions:
<input type="checkbox"/>	SUBMITTALS REQUIRED as per III. Scope of Work / Specifications:
<input checked="" type="checkbox"/>	SUBMITTALS REQUIRED as per IV. Information for Offerors to Submit:
<input checked="" type="checkbox"/>	SUBMITTALS REQUIRED as per V. Qualifications:
<input checked="" type="checkbox"/>	Appendix E BIDDING SCHEDULE
<input checked="" type="checkbox"/>	SUBMITTALS NOT LISTED ELSEWHERE: 1. VENDOR PROFILE & QUESTIONNAIRE 2. SUSPENSION & DEBARMENT CERTIFICATION



VENDOR PROFILE & QUESTIONNAIRE

The Offeror must complete this profile & questionnaire which may be used in the evaluation process to help determine if an Offeror is responsible. The District prefers that Horry County Schools not be listed as references.

Vendor Name			
Years in business under this name			
Current licenses:			

REFERENCES

The references provided below should reflect services of similar scope and size. See section IV.

Reference #1

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #2

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #3

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

**ATTACHMENT - SUSPENSION AND DEBARMENT CERTIFICATION*****Attach and label "Suspension and Debarment Certification"***

By submitting this RFP, the Offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the Offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the Offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective Offeror has knowingly rendered an erroneous certification, HCS may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective Offeror shall provide immediate written notice to the HCS Office of Procurement Services if at any time the prospective Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective Offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective Offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction

By signing and submitting this form, the Offeror is providing the certification set out above.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

## OFFEROR'S CHECKLIST

### *AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS! Horry County Schools will not recognize or sign alternate or substitute contracts. The terms and conditions stated in this solicitation becomes the contract after award.
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION.
  - **DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!**
  - **DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response. [09-9010-1]

## END OF SOLICITATION

## **Appendix A**

Provide a detailed quote for parts, material, and labor using the prices/rates shown in Appendix E for the following scenario:

- The District is planning a capital project upgrade at an elementary school that involves the replacement of 4 existing makeup air units (MAUs) with 4 new Trane MAUs with gas heat. Assume that all work (demolition of existing units, installation of new units, startup of new units, testing & balancing of new units, and the final Office of School Facilities inspection will take place during the summer when there are no students in the building and the contractor has complete access to the building and corresponding equipment. Also assume that the school is 10 miles away from the closest branch office of the Building Automation and Control Systems contractor. Refer to Appendix D for specifications.

## **Appendix B**

Provide a detailed quote for parts, material, and labor using the prices/rates shown in Appendix E for the following scenario:

- The District's maintenance department has received a complaint from a school on a Friday morning that the building is not cooling properly. HCS maintenance technicians have gone to the school to assess the situation and have determined that Variable Fan Drive (VFD) on a cooling tower has gone bad. The Building Automation and Control Systems contractor's service department has been contacted to confirm the assessment of HCS maintenance as well as provide and install a new (VFD). Work **must** be completed, and the cooling tower be operational before school resumes on Monday morning. Assume that the service call and initial diagnostic trip to the school take place during regular hours on Friday, but that all work associated with the completion of the repair take place between 5:00pm on Friday and 5:00am on Monday. Also assume that the school is 20 miles away from the closest branch office of the Building Automation and Control Systems contractor.

## **Appendix C**

Provide a detailed quote for parts, material, and labor using the prices/rates shown in Appendix E for the following scenario:

- The District is planning a capital project to upgrade a middle school from the existing Siemens Apogee system to the Siemens Apogee Desigo system. Assume that all work (engineering, drawings, actual transition, etc.) will take place during the active school year. The contractor has complete access to the building and corresponding equipment during this time. Also assume Operator's Training I will be provided to 6 HCS maintenance staff.

For the purposes of this scenario, assume that the school to be upgraded has the following equipment:

- 3 makeup air units (MAU)
- 100 split heat pump units
- 0 package units
- 0 gas units
- 0 energy recovery wheels
- 35 exhaust fans
- Main Building Controller (MBC) 1 has 10 physical points
- MBC 1 has 45 Siemens P1 Floor Level Network (FLN) Devices
- MBC 2 has 65 Siemens P1 FLN Devices
- MAU 1 Panel has 27 physical points
- MAU 2 Panel has 27 physical points
- MAU 3 Panel has 27 physical points

## Appendix D

### SECTION 230900 - BUILDING AUTOMATION AND CONTROL SYSTEM

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. The provisions of Section 230500 apply to the work of this section.
- B. This specification section is included for information purposes only. The owner shall perform the Building Automation System (BAS) and temperature controls portion of this project under a separate contract.
- C. This specification defines the minimum equipment and performance requirements for a direct digital control building control system.
- D. Acceptable manufacturers are as follows:
  - 1. Siemens – Landis Division
- E. This Section includes control equipment and installation for HVAC systems and components.

##### 1.2 SUBMITTALS/DRAWINGS

- A. The Control System Contractor shall submit prior to installation a set of installation drawings and control strategies for review by the consultant and/or owner's representative. These drawings shall include the physical location of building control system equipment and system architecture. The complete sequence of operation of the control system shall be provided.
- B. Upon System completion of the installation and final system adjustment, the Control Contractor shall provide a full set of as-built drawings of the installation and the control strategies. In addition, the Control Contractor shall provide a thumb drive containing the as-built control drawings in AutoCad format
- C. Framed control diagrams shall be mounted on the wall inside the appropriate mechanical room.

##### 1.3 GUARANTEE

- A. The entire control system shall be installed by the control system contractor and guaranteed free of defects and shall include required servicing and maintenance for one year after final acceptance.

##### 1.4 CONTROL AND INTERLOCK WIRING

- A. All electrical work required under this section of specifications shall comply with the latest National Electrical Code. Control system power supply shall be served by a separate breaker and fused in control center for secondary protection.
- B. The mechanical contractor shall furnish and turn over to the electrical contractor, motor starters for mounting and power connections through starter to motor. Disconnect switches, when required, shall be furnished by electrical contractor.

- C. All control wiring shall be run in rigid conduit below grade or, on outdoor installation. Galvanized EMT may be run in dry wall construction, above ceilings, or in equipment rooms where permitted by electrical specifications.
- D. Control wiring shall be color-coded #16 TFF of TFFN wire with 600 volt insulation. Run all wiring between terminal points without changing color. Color code of control wiring shall be as indicated on control wiring diagram. Multi-conductor thermostat cable will not be acceptable.

## 1.5 TRAINING/OWNER'S INSTRUCTION

- A. The Control System Contractor shall provide two copies of an operator's manual describing all operating and routine maintenance service procedures to be used with the system. The Control System Contractor shall instruct the Owner's designated representatives in these procedures during the start-up and test period. The duration of the instruction period shall be no less than 8 hours. These instructions are to be conducted during normal working hours. The instructions shall consist of both hands-on and classroom training at the jobsite.

## PART 2 - PRODUCTS

### 2.1 MODULAR BUILDING CONTROLLER (MBC)

- A. Existing.

### 2.2 APPLICATION SPECIFIC CONTROLLERS

- A. Provide application specific controllers (ASCs) as required for each mechanical system or piece of equipment. Each ASC shall be a microprocessor-based direct digital control unit and shall be capable of operating either as a standalone controller or on a multi-drop communications network originating at the MBC. Provide each ASC with sufficient memory to operate in a truly independent manner; that is, each ASC shall support its own inputs and outputs, operating system, database and programs necessary to perform control sequences and energy management routines.

### 2.3 TERMINAL EQUIPMENT CONTROLLERS

- A. Terminal equipment controllers shall be provided for each piece of equipment as specified. The BMCS shall support specific controllers for the following types of equipment as a minimum:
- B. Controllers shall include all point inputs and outputs necessary to perform the specified control sequences.
- C. Each controller shall have connection provisions for a portable laptop or similar operator's terminal. This connection shall be possible at both the controller and at the matching room temperature sensor as previously specified. The terminal may be used for readout of system variables, override control, adjustment of control parameters, air balancing, servicing and troubleshooting. The terminal shall provide the user with the following functionality as a minimum:
  1. Display system status (heating, cooling, etc.)
  2. Display all point values and setpoints
  3. Set and change all setpoints
  4. Set and change heating/cooling deadbands
  5. Set and change PID loop gains
  6. Set and change system mode (occupied/unoccupied)



7. Set and change system mode times
  8. Override all setpoints
  9. Override all digital and analog outputs
  10. Command all digital and analog outputs
  11. Select application mode
  12. Assign controller address
- D. All communication and displays via the portable terminal shall be in full English language with accompanying English and SI (International System of Units) engineering units for all displayed data. Selection between English and SI units shall be accomplished via a single keystroke on the portable terminal.
- E. In addition to local interface capabilities, all functionality as specified above may be performed both from the central operator's workstation and from any MBC on the communications network via the same portable terminal. From a terminal connected to any MBC it shall be possible to issue global commands to groups of controllers. Provide the following global commanding capabilities for all controllers as a minimum:
1. Heating/Cooling setpoint changes
  2. Stage Off/On heating
  3. Fan on/off control

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. The project plans shall be thoroughly examined for control device and equipment locations. Any discrepancies, conflicts, or omissions shall be reported to the architect/engineer for resolution before rough-in work is started.

### 3.2 INSTALLATION

- A. Provide all relays, switches, sources of emergency and electricity and all other auxiliaries, accessories and connections necessary to make a complete operable system in accordance with the sequences specified. All field wiring shall be by this contractor.
- B. Install controls so that adjustments and calibrations can be readily made. Controls are to be installed by the control equipment manufacturer.
- C. Mount surface-mounted control devices on brackets to clear the final finished surface on insulation.
- D. Install equipment level and plumb.
- E. Unless otherwise noted, install wall mounted thermostats and humidistat 60" above the floor measured to the center line of the instrument, or as otherwise directed by the Architect.
- F. Install averaging elements in ducts and plenums in horizontal crossing or zigzag pattern.
- G. Install outdoor sensors in perforated tube and sunshield.
- H. Install damper motors on outside of duct in protected areas, not in locations exposed to outdoor temperatures.

- I. Install labels and nameplates on each control panel listing the name of the panel referenced in the graphics and a list of equipment numbers served by that panel.

### 3.3 ELECTRICAL WIRING SCOPE

- A. This contractor shall be responsible for power that is not shown on the electrical drawings, to controls furnished by this contractor. If power circuits are shown on the electrical drawings, this contractor shall continue the power run to the control device. If power circuits are not shown, this contractor shall coordinate with the electrical contractor to provide breakers at distribution panels for power to controls. This contractor is then responsible for power from the distribution panel.
  1. Coordinate panel locations. If enclosures for panels are shown on the electrical drawings, furnish the enclosures according to the electrician's installation schedule.
- B. This contractor shall not be responsible for power to control panels and control devices that are furnished by others, unless it is part of the control interlock wiring.
- C. Refer to Coordination section for what devices this contractor is responsible to mount and which are turned over to others to mount.
- D. This contractor shall be responsible for wiring of any control device that is furnished as part of this section of specification.
- E. Wiring for controls furnished by others:
  1. Provide control wiring for HVAC controls furnished by others. Wiring may include, but not limited to, interlocks, standalone thermostats, safeties and remote control devices such as valves, sensors, etc.
- F. Class1 wiring shall be run in separate conduits from BAS associated wiring.

### 3.4 ELECTRICAL WIRING AND CONNECTION INSTALLATION

- A. All low voltage control wiring shall be class 2. Control wiring that is not class 2 shall be run in separate conduits from class 2 wiring.
- B. Floor level network wiring between terminal units can be combined with thermostat and other low voltage wiring in the same conduit. All other network wiring shall be in dedicated conduits.
- C. Install raceways, boxes, and cabinets according to Division 26 Section "Raceways and Boxes."
- D. Install building wire and cable according to Division 26 Section "Conductors and Cables."
- E. Installation shall meet the following requirements:
  1. Conceal cable and conduit, except in mechanical rooms and areas where other conduit and piping are exposed.
  2. Install exposed cable in conduit raceway.
  3. Install concealed cable in rigid conduit or EMT.
  4. Fasten flexible conductors, bridging cabinets and doors, along hinge side; protect against abrasion. Tie and support conductors.

5. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.
  6. All wiring in lab areas shall be in conduit.
  7. All unsupported risers shall be rigid steel conduit. Supported risers shall be EMT.
- F. Rigid conduit shall be steel, hot dip galvanized, threaded with couplings,  $\frac{3}{4}$  inch minimum size, manufactured in accordance with ANSI C-80-1. Electrical metallic tubing (EMT) with compression fittings or intermediate metallic conduit (IMC) may be used as conduit or raceway where permitted by the NEC.
  - G. Concealed control conduit and wiring shall be provided in all spaces except in the Mechanical Equipment Rooms and in unfinished spaces. Install in parallel banks with all changes in directions made at 90 degree angles.
  - H. Install conduit adjacent to machine to allow service and maintenance.
  - I. Connect manual-reset limit controls independent of manual-control switch positions. Automatic duct heater resets may be connected in interlock circuit of power controllers.
  - J. Connect hand-off-auto selector switches to override automatic interlock controls when switch is in hand position.
  - K. Ground equipment.

### 3.5 SYSTEM CHECKOUT AND STARTUP

- A. Inspect each termination in the MER control panels and devices to make sure all wires are connected according to the wiring diagrams and all termination are tight.
- B. After the controls devices and panels are installed and power is available to the controls, perform a static checkout of all the points, including the following:
  1. Inspect the setup and reading on each temperature sensor against a thermometer to verify its accuracy.
  2. Inspect the setup and reading on each humidity sensor against a hygrometer to verify its accuracy.
  3. Inspect the reading on each CO<sub>2</sub> sensor using a calibration kit to verify the sensor range accuracy matches the DDC setup.
  4. Inspect the reading of each status switch to verify the DDC reads the open and close correctly.
  5. Command each relay to open and close to verify its operation.
  6. Command each 2-position damper actuator to open and close to verify operation.
  7. Command each 2-position valve to open and close to verify operation.
  8. Ramp each modulating actuator to 0%, 25%, 50%, 75% and 100% to verify its operation.
  9. Ramp each modulating output signal, such as a VFD speed, to verify its operation.
  10. Test each safety device with a real life simulation, for instance check freezestats with ice water, water detectors with water, etc.
- C. Document that each point was verified and operating correctly. Correct each failed point before proceeding to the dynamic startup.
- D. Verify that each DDC controller communicates on its respective network correctly.

- E. After all of the points are verified, and power is available to the mechanical system, coordinate a startup of each system with the mechanical contractor. Include the following tests:
  - 1. Start systems from DDC.
  - 2. Verify that each setpoint can be met by the system.
  - 3. Change setpoints and verify system response.
  - 4. Change sensor readings to verify system response.
  - 5. Test safety shutdowns.
  - 6. Verify time delays.
  - 7. Verify mode changes.
  - 8. Adjust filter switches and current switches for proper reactions.
  - 9. Adjust proportional bands and integration times to stabilize control loops.
- F. Perform all program changes and debugging of the system for a fully operational system.
- G. Verify that all graphics at the operator workstations correspond to the systems as installed. Verify that the points on the screens appear and react properly. Verify that all adjustable setpoints and manual commands operate from the operator workstations.
- H. After the sequence of operation is verified, setup the trends that are listed in the sequence of operations for logging and archiving for the commissioning procedure.

### 3.6 SYSTEM COMMISSIONING, DEMONSTRATION AND TURNOVER

- A. The BAS Contractor shall prepare and submit for approval a complete acceptance test procedure including submittal data relevant to point index, functions, sequence, inter-locks, and associated parameters, and other pertinent information for the operating system. Prior to acceptance of the BAS by the Owner and Engineer, the BAS contractor shall completely test the BAS using the approved test procedure.
- B. After the BAS contractor has completed the tests and certified the BAS is 100% complete, the Engineer shall be requested, in writing, to approve the satisfactory operation of the system, sub-systems and accessories. The BAS contractor shall submit Maintenance and Operating manuals at this time for approval. An acceptance test in the presence of the Engineer and Owner's representative shall be performed. The Owner will then shake down the system for a fixed period of time (30 days).
- C. The BAS contractor shall fix punch list items within 30 days of acceptance.
- D. When the system performance is deemed satisfactory in whole or in part by these observers, the system parts will be accepted for beneficial use and placed under warranty.

### 3.7 PROJECT RECORD DOCUMENTS

- A. Project Record Documents: Submit three (3) copies of record (as-built) documents upon completion of installation. Submittal shall consist of:
  - 1. Project Record Drawings. As-built versions of the submittal shop drawings provided as AutoCAD compatible files in electronic format and as 11 x 17 inch prints.
  - 2. Testing and Commissioning Reports and Checklists. Completed versions of reports, checklists, and trend logs used to meet requirements in the Control System Demonstration and Acceptance section of this specification.
  - 3. Operation and Maintenance (O & M) Manual.

- a. As-built versions of the submittal product data.
  - b. Names, addresses, and 24-hour telephone numbers of installing contractors and service representatives for equipment and control systems.
  - c. Operator's Manual with procedures for operating control systems, logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing setpoints and variables.
  - d. Programming manual or set of manuals with description of programming language and of statements for algorithms and calculations used, of point database creation and modification, of program creation and modification, and of editor use.
  - e. Engineering, installation, and maintenance manual or set of manuals that explains how to design and install new points, panels, and other hardware; how to perform preventive maintenance and calibration; how to debug hardware problems; and how to repair or replace hardware.
  - f. Documentation of all programs created using custom programming language, including setpoints, tuning parameters, and object database.
  - g. Graphic files, programs, and database on electronic media.
  - h. List of recommended spare parts with part numbers and suppliers.
  - i. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware, including computer equipment and sensors.
  - j. Complete original original-issue copies of furnished software, including operating systems, custom programming language, operator workstation software, and graphics software.
  - k. Licenses, guarantees, and warranty documents for equipment and systems.
- B. Operating manual to serve as training and reference manual for all aspects of day-to-day operation of the system. As a minimum include the following:
- 1. Sequence of operation for automatic and manual operating modes for all building systems. The sequences shall cross-reference the system point names.
  - 2. Description of manual override operation of all control points in system.
  - 3. BMS system manufacturers complete operating manuals.
- C. Provide maintenance manual to serve as training and reference manual for all aspects of day-to-day maintenance and major system repairs. As a minimum include the following:
- 1. Complete as-built installation drawings for each building system.
  - 2. Overall system electrical power supply schematic indicating source of electrical power for each system component. Indicate all battery backup provisions.
  - 3. Photographs and/or drawings showing installation details and locations of equipment.
  - 4. Routine preventive maintenance procedures, corrective diagnostics troubleshooting procedures, and calibration procedures.
  - 5. Parts list with manufacturer's catalog numbers and ordering information.
  - 6. Lists of ordinary and special tools, operating materials supplies and test equipment recommended for operation and servicing.
  - 7. Manufacturer's operation, set-up, maintenance and catalog literature for each piece of equipment.
  - 8. Maintenance and repair instructions.
  - 9. Recommended spare parts.

### 3.8 TRAINING

- A. During System commissioning and at such time as acceptable performance of the Building Automation System hardware and software has been established, the BAS contractor shall provide on-site operator instruction to the owner's operating personnel. Operator instruction

during normal working hours shall be performed by a competent building automation contractor representative familiar with the Building Automation System's software, hardware and accessories.

- B. At a time mutually agreed upon, during System commissioning as stated above, the BAS contractor shall give 16-hours of onsite training on the operation of all BAS equipment. Describe its intended use with respect to the programmed functions specified. Operator orientation of the automation system shall include, but not be limited to:
  - 1. Explanation of drawings and operator's maintenance manuals.
  - 2. Walk through of the job to locate all control components.
  - 3. Operator workstation and peripherals.
  - 4. DDC Controller and ASC operation/sequence.
  - 5. Operator control functions including scheduling, alarming, and trending.
  - 6. Explanation of adjustment, calibration and replacement procedures.
  
- C. Additional 8-hours of training shall be given after the 30 day shakedown period.

END OF SECTION 230900



# LONG FORM CONTRACT AGREEMENT

<b>THE DISTRICT:</b> Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, South Carolina 29528-6005 Phone: 843-488-	<b>CONTRACTOR:</b>  Phone:	<b>CONTRACT DATE:</b> <b>PROJECT NAME:</b> <b>PROCUREMENT No.:</b> <b>CONTRACT VALUE:</b>
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The following terms and conditions are applicable to this *Contract Agreement* between the parties listed above for the Scope of Work (Exhibit A) established:

**1. Contract Validity:** The *Contract Agreement* shall be executed by a responsible signatory of the District and the Contractor and, along with all the Exhibits and the documents referenced therein forming the Contract Documents, represents the full and complete agreement between the parties. All Contract Documents are intended to be complementary and what is required by one shall be as binding as if required by all. In the case of apparent ambiguity or contradiction, these terms and conditions shall take precedence. Divisions of the Contract Documents into sections and paragraphs shall not interpret or alter the meaning or intent of any provision.

**2. Authority for Changes:** Neither the Architect's nor the District's representatives, agents or employees have any independent authority, either expressed or implied, to amend the Contract Documents, either orally or in writing. To be official and binding, amendments shall only be made in writing as a *Construction Change Directive (CCD)* or a *Change Order* based upon the requirements in Exhibit E.

**3. Contract Forms:** Forms contained in the Contract Documents are the official forms intended for the specified use in preparation and administration of the contract. Any similarly intended forms as distributed by AIA, ACCORD or any other source shall not be substituted except as approved by the District; however, any deficiencies or variances in terms and conditions of those substituted forms from the District's approved forms shall not be applicable or binding upon the District but shall be superseded by the language contained in the District's required forms.

**4. Ownership of Documents:** Under separate contract with the Architect, the District has ownership of all specifications and drawings in relation to the project. Neither the Contractor nor any other entity shall claim ownership or copyright of any drawings, specifications or other Contract Documents prepared by the District or the Architect nor shall they be used on any other projects without written consent of the District. This requirement survives completion or termination of the *Contract Agreement*.

**5. Non-Waiver of Rights:** Failure by the District to enforce any provision of the Contract Documents shall not be construed as a waiver of any such provision and shall not affect the validity of the *Contract Agreement* or any part thereof or the right of the District to enforce any provision at any time. No action or failure to act by the District or the Contractor shall constitute a waiver of a right or duty afforded them under the Contract Documents nor shall such action or failure to act constitute approval of or acquiescence to a breach, except as may be specifically agreed to in writing signed by both parties.

**6. Maintenance and Auditing of Contractor's Records:** The Contractor shall prepare and maintain project records as required by the District, acceptable accounting standards, and applicable laws for a period of three (3) consecutive years following completion of the project as evidenced by the date of final payment to the Contractor. The District, the Office of General Services of the State of South Carolina, and any auditor under contract with the District has the right to audit the Contractor's records related to the *Contract Agreement* at any time. The Contractor shall ensure all records are available for inspection at the location specified by the District within seventy-two (72) hours of notice by the District at no additional cost to the District. This requirement shall survive termination or completion of the contract.

**7. Contractor Performance:** Performance by the Contractor shall be required only to the extent consistent with the *Contract Agreement*, including all *Change Orders (Exhibit E)* necessary to produce the intended result.

**8. Acts, Errors, Omissions, and Inconsistencies:** The Contractor shall be responsible to the District for acts, errors and omissions of the Contractor, subcontractors and suppliers who perform any portion of the work or supply any materials, equipment or processes to be incorporated into the work. The Architect and the District shall at no time be legally responsible for any negligence or other acts by the Contractor, any subcontractor, any supplier, or anyone enjoined to them.

**9. Independent Contractor Status:** The Contractor shall be legally considered an independent contractor and neither the Contractor nor any subcontractor or supplier shall, under any circumstances, be considered employees, representatives, or agents of the District or the Architect.

**10. District Representatives' Authority:** The District's assigned Project Manager and project representative(s) as identified in the *Scope of Work (Exhibit A)* shall provide administration of the *Contract Agreement* and associated Contract Documents and shall act

on behalf of the District only to the extent of a) the terms and conditions of the Contract Documents; b) their respective duties; and c) the authority granted to them in accordance with their respective positions with the District or through a contractual agreement.

**11. Required Meetings:** A pre-construction conference with the District and the Architect shall be scheduled prior to work commencement. At a minimum, the Contractor, the Contractor's Worksite Superintendent(s), and a representative of each subcontractor listed in the bid shall be in attendance. Construction meetings during the progress of the work shall be held by the District as often as required in the *Scope of Work (Exhibit A)* and, at a minimum, the Contractor's Worksite Superintendent(s) and a representative of any subcontractor currently performing work or scheduled to begin performing work shall be in attendance. At the meetings, the Contractor shall provide a) a progress report as it relates to the established substantial completion date and approved construction schedule, b) any scheduling changes conforming to the established completion date, c) performance issues, problems or delays encountered and resolutions to avoid failure in meeting the completion date, d) the District's scheduled activities or other needs at the worksite, and e) any other aspects of the work deemed to have a potential impact on the date of substantial completion. Other meetings may be required with regulatory authorities or the District's Board of Education. All such meeting requirements shall be adhered to by the Contractor at no additional cost to the District.

**12. Reporting of Errors, Omissions or Inconsistencies:** Errors, omissions, and inconsistencies discovered in the Contract Documents not previously recognized in the bidding process shall be reported to the District, in writing, within twenty-four (24) hours of discovery for appropriate resolution. If the Contractor performs any construction activity involving a recognizable error, omission, or inconsistency without first notifying the District for a determination, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the costs for correction.

**13. Building Permit and Other Permits and Fees:** No general building permit is required in accordance with § 6-9-110 of the South Carolina Code of Laws; however, the Contractor shall be required to provide mechanical, electrical, plumbing and other such permits which may be required for purposes of inspection at no additional cost to the District. Except for permits and fees which are the responsibility of the Contractor in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments, utility impact fees, permits, and such charges required for the successful completion of the work.

**14. Verification of Worksite Measurements and Conditions; Surveys:** The Contractor shall take worksite measurements and verify worksite conditions and shall carefully compare such measurements, conditions and other information known to the Contractor with all Contract Documents before commencing with the work. The Contractor shall establish all working lines, grades, and bench marks, appropriate to the work being performed, and shall be responsible for accuracy of same. The District shall furnish any necessary land surveys describing physical characteristics, legal limitations and utility locations for the worksite, if necessary to the performance of the work. From the information provided by the District, the Contractor shall develop and make all detailed surveys, as needed, for the performance of the work such as, by way of illustration and not limitation, slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be responsible for any mistakes which may be caused by the unnecessary loss or disturbance.

**15. Conformance to Applicable Laws:** The Contractor shall comply with and give notices as required by all applicable laws bearing on construction of school facilities including, by way of illustration and not limitation, the following:

- A Most current international building, plumbing, mechanical, gases, and fire prevention codes (i.e., International Building Code effective in year 2003, as may be amended).
- B National Electrical Code, as may be amended.
- C South Carolina Energy Conservation and Efficiency Act of 1992, as may be amended.
- D OSHA Standards, as may be amended and applicable to the construction industry.
- E SC Department of Transportation Access and Roadside Management Standards, as may be amended.
- F Where such requirements are inadequate, the Contractor shall use the most current NFPA Standards, American National Standards Institute or other recognized national standards.

If the Contractor performs work knowing it to be contrary to these or any other applicable laws without first notifying the District, in writing, for a determination, the Contractor shall assume full responsibility for such work and shall bear the costs of correction.

**16. Project Time and Work Commencement:** By executing the *Contract Agreement*, the Contractor confirms the time limits established in the *Project Schedule (Exhibit D)* are reasonable periods of time for performing all work required. The Contractor shall proceed expeditiously with adequate forces to achieve the established completion date. The Contractor shall not prematurely commence operations on the site or elsewhere prior to the a) commencement date established in Exhibit D, b) effective date of insurance required and evidenced by a valid *Certificate Of Insurance (Exhibit G)* provided to the District, or c) securing of SLED background checks on all Contractor and subcontractor worksite personnel, whichever is later. The date established for completion of the project shall not change should the effective date of any insurance or the acquiring of SLED background checks delay the commencement of the work.

**17. Construction Schedule:** The Contractor shall, within ten (10) days of the date of the *Notice of Intent to Award*, prepare and submit to the District an itemized construction schedule. The construction schedule shall a) incorporate the entire work to be performed; b) indicate the dates for start and completion of various elements of the work conforming to the time frames in *Project Schedule (Exhibit D)*; c) be affirmed or revised as required by the conditions of the work with District approval; and d) not exceed the time limit established by the District for substantial completion of the project stated in the *Project Schedule (Exhibit D)*. The construction schedule and any revisions thereto must be approved by the District through a *Change Order* or *CCD* and used in monitoring the progress of the work. When the progress of the work, at the District's sole determination, does not conform to the last approved construction schedule, the District shall have the right to withhold payment from the Contractor until the work is compliant with the approved construction schedule and the District is certain there is no further potential for slippage in the construction schedule impacting the substantial completion date.

**18. Submittals:** The Contractor shall conform to any requirements for submittals stated in the Contract Documents and shall prepare within ten (10) days from the date of the *Contract Agreement* a schedule of submittals, which shall be maintained throughout the term of the *Contract Agreement* and coordinated with the construction schedule to allow adequate time for the Architect and District to review and respond to the submittals. The Contractor shall review and approve and submit to the Architect all shop drawings, product data, samples and similar submittals at least thirty (30) days prior to use to avoid delay in the work. By submission to the Architect, the Contractor warrants the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the work and the Contract Documents. Submittals shall be marked with the name of the project and bear the signed and dated stamp of approval of the Contractor as evidence the submittals have been reviewed. Any delay in the progress of the work due to the Contractor's delay in submitting such documents in sufficient time for review shall incur no additional costs to the District or extension in contract time but may result in delayed payment to the Contractor. Work performed shall be in conformance with the accepted submittals. The Contractor shall not be relieved of responsibility for errors or omissions in submittals by the acceptance of the Architect or District.

**19. Shop Drawings:** Shop drawings shall be accurate to a scale sufficiently large enough to show all pertinent aspects of the equipment and its connections. Shop drawings shall be submitted to the Architect for review in the number of copies and on medium required by the Architect at least thirty (30) days prior to intended use. The review of submittals and shop drawings by the Architect and the District shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The acceptance of a single item shall not indicate acceptance of an assembly of which the item is a component. The Contractor is in no manner relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's or District's acceptance of shop drawings, product data, samples or similar submittals unless the District has given specific written approval after written notification by the Contractor of the specific deviation.

**20. Maintenance of Record Drawings:** The Contractor shall maintain at the worksite one (1) record copy of the Contract Documents including approved changes in good order and marked currently to record changes and selections made during performance of the work. A copy of submittals accepted by the District shall also be maintained at the worksite. These items shall be available to the Architect and District when present at the worksite. When required by the Contract Documents, the Contractor shall provide record drawings on all increments of the work such as, by way of illustration and not limitation, plumbing, electrical, mechanical, and all systems, such as fire and security systems, incorporated into the work. The Contractor shall furnish an electronic and paper copy of record drawings of "as-built" detail to the Architect at final completion of all work, excluding punch list items as required by the Contract Documents.

**21. Professional Certifications:** When professional certification of performance criteria for materials, systems, or equipment is required by the Contract Documents, the District shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**22. Contractor's Quality Control Program:** The Contractor shall institute and maintain throughout the contract term a quality control program, designed to ensure the work performed is in accordance with the Contract Documents, including any changes, at all times and in all respects. The program shall include providing daily supervision and conducting frequent inspections by the Worksite Superintendent(s).

**23. Award of Multiple Contracts:** The District reserves the right to bid and award separate contracts for portions of the project, perform work with its own forces, or perform construction or operations in conjunction with the work of the Contractor. When the District performs work with its own forces, the District shall be deemed a separate contractor subject to the same obligations and having the same rights. The District shall coordinate the activities of the District's own forces and of each separate contractor with the work of any other contractors. The Contractor shall participate with other contractors, the Architect, and the District in reviewing construction schedules and making any revisions after a joint review, mutual agreement and approval of the revisions by the District. If part of the Contractor's work depends upon construction or operations of the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the work, promptly report to the District apparent discrepancies or defects in the other construction which would render it unsuitable for the Contractor's work. Failure of the Contractor to report such defects shall constitute an acknowledgment the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's portion of the work, except as regards latent defects. If any dispute arises between the Contractor and the District's own forces or other contractors, the District shall mediate such disputes and equitably charge any costs to the responsible parties.

**24. Assignment and Coordination of Separate Contractors:** In order to ensure continuity and quality, the District reserves the right to award separate contracts for certain trades such as low-voltage wiring, HVAC controls, security and fire alarm systems. The District further reserves the right to assign any separately procured contracts to the Contractor for coordination, supervision, and scheduling of work. If the contract is fully assigned, the trade contractor shall become a subcontractor of the Contractor in all respects. The District may also partially assign the trade contractor to the Contractor such that the Contractor schedules and supervises the trade contractor; however, the District administers the contract, holds the performance and payment bonds, processes change orders and payments directly to the trade contractor with approval of the Contractor. Upon execution of the assignment, the Change Order (Exhibit E) shall add the value of the awarded contract price plus a five percent (5%) markup for a fully-assigned contract.

**25. Cutting and Patching:** The Contractor and separate contractors shall a) be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly with other construction or with existing structures; b) not damage or endanger a portion of the work or any portion of present or completed construction of another entity by cutting, patching or otherwise altering such construction or structures or by excavation; and c) not cut or otherwise alter such construction or structures of the another entity without consent, and such consent shall not be unreasonably withheld.

**26. Supervision and Labor:** The Contractor shall provide and pay for all labor necessary for proper execution and completion of the work identified in the *Scope of Work (Exhibit A)*. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor. The Contractor shall not employ or contract with illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended or any State of South Carolina immigration and alien work requirements, including any requirements for reporting illegal aliens. A minimum of two (2) employees in addition to the Worksite Superintendent(s) shall be fluent in spoken and written English.

**27. Work Scheduling:** The Contractor shall maintain a full crew of competent employees and subcontractors on the project full time. At a worksite with an occupied building under repair or renovation or other facilities used on a regular or intermittent basis, normal working hours may vary. The District reserves the right to adjust work hours when such work in progress interferes with the educational process, athletic events, District operations or traffic patterns; therefore, work scheduling shall be flexible to include weekends and evening hours when necessary without additional cost to the District. The Contractor shall ensure this requirement is a part of any subcontract agreements.

**28. Davis-Bacon Act:** The Contractor shall ascertain whether any federal funds shall be used in payment of the work to be performed and, if so, shall abide by all federal provisions and requirements of the Davis-Bacon Act, as may be amended.

**29. Drug-Free Workplace:** The Contractor shall be responsible for initiating, maintaining and supervising all drug-free programs conforming to Title 44, Chapter 107, § 44-107-10 through § 44-107-90 of the South Carolina Code of Laws, as may be amended.

**30. Conflict of Interest:** The Contractor shall not employ any owner, director, representative, agent or employee of the Architect or the District to perform any work, directly or indirectly, full-time or part-time related to the requirements of the Contract Documents without approval of the District.



**31. Compliance with Employment Laws:** By entering into a *Contract Agreement*, the Contractor agrees to abide by all applicable laws pertaining to employment including, by way of illustration and not limitation, the following:

- A. Title VII of the Civil Rights Act of 1964, as may be amended.
- B. Age Discrimination in Employment Act of 1964, as may be amended.
- C. Title I of the Americans Disabilities Act of 1990, as may be amended.
- D. Equal Pay Act of 1963, as may be amended.
- E. Fair Labor Standards Act, as may be amended.
- F. South Carolina Wages Act, Code 37-10-10 et seq., as may be amended.
- G. South Carolina Worker's Compensation Act, Code 42-1-10 et seq., as may be amended.

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for normal operations of the Contractor. The Contractor, in all solicitations or advertisements for employees, shall state the Contractor is an "Equal Opportunity Employer." The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and shall include the provision of this paragraph in every subcontract or purchase agreement of more than \$10,000.

**32. Employment Taxes and Benefits:** The District shall not withhold from the contract payments any Federal or State income taxes, or any employment-related taxes normally withheld on the District's employees. Further, the District shall not provide any employment related insurances or other benefits such as worker's compensation for the benefit of any Contractor, subcontractor or supplier employees.

**33. Project Key Staff – Project Manager:** The Contractor shall assign a skilled, experienced, and dedicated Project Manager to the project and identified in Exhibit A. The Project Manager shall secure the materials of proper quality and quantity to meet the Contract Documents and manage the appropriate timing of all materials, sub-contracted work, and Contractor provided labor to ensure the continual progress of the work to meet the substantial completion date. The Contractor shall not change the Project Manager identified in the *Scope of Work (Exhibit A)* or the duties and status of the Project Manager during the course of the project without approval of the District.

**34. Project Key Staff -- Worksite Superintendent(s):** The Contractor shall employ at least one (1) full-time, competent Worksite Superintendent and, if required by the Contract Documents, an additional part-time or full-time, competent secondary Worksite Superintendent if expedient for the size and scope of the project. Exhibit A identifies the Worksite Superintendent(s). No less than one (1) Worksite Superintendent shall be in attendance at the worksite at all times during performance of any work by the Contractor's own forces or subcontractors and during delivery of any materials. The Worksite Superintendent shall not perform the work of any trade or other duties; however, the secondary Worksite Superintendent may perform part-time work of a trade or the duties of OSHA Compliance Officer or fireguard, if approved by the District. The Contractor shall not change any Worksite Superintendent identified in the *Scope of Work (Exhibit A)* or the duties or status of same during the course of the project without approval of the District. The Worksite Superintendent(s) shall enforce strict discipline and good order among the Contractor's representatives, agents, employees, subcontractors and suppliers.

**35. Worksite Communications:** The Project Manager and Worksite Superintendent(s) are representatives of the Contractor and communications given to them, either orally or in writing, shall be as binding as if given to the Principal of the Contractor.

**36. Subcontractor & Supplier Relationship to the District:** Nothing in the Contract Documents shall infer any contractual relationship between the District and any subcontractor, supplier or other entity under agreement to the Contractor except as it relates to warranties or specifically provided for elsewhere.

**37. Subcontractor Administration and Contractual Requirements:** Within ten (10) days from the date of the *Contract Agreement* the Contractor shall provide to the District and the Architect a list of all subcontractors along with addresses, contact information, trade or portion of work responsible for, and minority status. The Contractor shall not change a subcontractor during the term of the *Contract Agreement* without written approval of the District. Any change in subcontractors shall be in accordance with the District's Procurement Code. The Contractor shall warrant to the District, by execution of the *Contract Agreement*, each subcontract shall a) preserve and protect the rights of the District with nothing prejudicing those rights, b) assume all the obligations and responsibilities the Contractor assumes under the Contract Documents, and c) assume all rights, remedies and redresses against the Contractor which the Contractor has against the District in the Contract Documents. The Contractor shall make available to each subcontractor, prior to execution of a subcontract, a copy of this *Contract Agreement* to which the subcontractor shall be bound.

**38. Contractor Legal Requirements Pertaining to Subcontractors:** The Contractor shall abide by all applicable laws pertaining to the treatment and payment of subcontractors including, but not limited to, a) South Carolina Code of Laws §29-6-30 regarding timely payment of subcontractors; and b) South Carolina Code of Laws §29-6-230 regarding timely

payment of subcontractors when payment to the Contractor may be withheld. If the Contractor is not abiding by applicable laws regarding subcontractor payment, the District shall have the right to a) withhold payment from the Contractor until such breach is corrected, and b) report such failure to the proper authority including the Contractor's Surety. The District shall have the right, upon request, to furnish any subcontractor a copy of the Contractor's payment bond and information regarding percentage of work completed and amounts applied for and paid to the Contractor by the District relative to portions of the work done by the subcontractor. Regardless of the rights expressed herein, the District shall not be obligated to pay any subcontractor except as otherwise required by applicable laws.

**39. Provision of Materials and Equipment:** The Contractor shall provide and pay for all materials, equipment, tools, construction equipment and machinery, water, heat, utilities, sanitation, transportation, waste disposal and other facilities, sales tax, shipping and handling, and any other goods or services necessary for proper execution and completion of the work, whether temporary or permanent, unless otherwise provided by the District and specifically stated in the Contract Documents.

**40. Materials Conformance:** By execution of the *Contract Agreement*, the Contractor warrants to the District that the materials and equipment to be incorporated into the work shall a) be of good quality, undamaged, and new (not used or remanufactured unless otherwise required or permitted by the Contract Documents); b) be free from defects (excluding latent defects); and c) conform to the Contract Documents. Materials and equipment not conforming to the Contract Documents, including substitutions not properly pre-approved and authorized by the District, shall be considered defective. Such non-conforming materials or equipment shall be replaced by the Contractor at no additional cost to the District and no extension of contract time. The Contractor warrants the Worksite Superintendent(s) shall inspect and perform random testing of all materials and equipment to ensure quality and conformance with the Contract Documents. The Contractor shall also **not allow use of:** a) asbestos containing products, temporary or permanent, even if they are non-friable, contain only minimal amounts of asbestos, and can be legally installed; and b) lead materials in paints or public water applications. "Lead-free" solder, flux, and pipe containing less than two-tenths of one percent (0.2%) lead and valves, pipes and appurtenances containing less than eight percent (8.0%) lead shall be used in all public drinking water applications as outlined in the 1986 amendments to the Safe Drinking Water Act.

**41. Stored Materials:** For purposes of this *Contract Agreement*, stored materials and equipment refers only to those purchased for incorporation into, and becoming an integral part of, the completed work. Such materials and equipment shall be suitably stored to ensure the preservation of their quality and fitness for the work. The Architect and the District shall have full access to all stored materials for verification of quality and quantity. The District reserves the right to designate "lay down" locations at the worksite where materials and equipment shall be stored, and such lay down areas shall be completely fenced and secured at all times. **The Contractor shall not store materials in a concentrated area on the roof of any building.** Tarps may be used to prevent damage by weather conditions; however, **polyethylene shall not be used in lieu of tarps.** Materials and equipment maintained off-site shall be suitably stored in a bonded, insured warehouse, at no additional cost to the District, and proof of warehouse bonding, insurance, quality, quantity and value shall be provided with any Payment Request for which the Contractor expects to be reimbursed for off-site materials and equipment. Bonding and insurance shall remain in force for the duration of time the materials, equipment or processes are stored off site.

**42. Certification of Authorized Installer:** All manufactured or fabricated materials and equipment shall be applied, installed, connected, erected, cleaned, conditioned and handled in strict accordance with the requirements of the manufacturer, fabricator or supplier so as not to nullify any warranties provided. Upon request of the District in the *Scope of Work (Exhibit A)* or otherwise, the Contractor shall supply a letter from the manufacturer, fabricator or supplier stating the Contractor or subcontractor is an approved and authorized installer of the materials or equipment.

**43. Title to Materials, Equipment and Processes:** Any property acquired or constructed under this *Contract Agreement* is considered public property and is, therefore, not subject to any mechanics liens or other such claims. The Contractor warrants, at the time each *Payment Request (Exhibit F)* is submitted for payment, title to materials and equipment suitably stored off site, on site, and incorporated into the work shall pass to the District. This provision shall not be construed as a waiver of the District's right to require the fulfillment of all terms of the contract or as relieving the Contractor of the sole responsibility for the a) care, protection and proper storage of the materials or equipment upon which payment has been requested or made; b) correction of any deficiencies; and c) restoration or replacement of any damaged or improperly installed materials or equipment.

**44. Worksite Access:** The Contractor shall confine operations at the worksite to areas permitted by applicable laws, consistent with the Contract Documents, or designated by the District, and shall not unreasonably encumber the worksite with materials or equipment which would hamper ingress to or egress from the worksite or its buildings and facilities. The Contractor shall limit access of the Contractor, subcontractors and suppliers to designated areas where the work is in progress. Access to other occupied areas of buildings and facilities shall only be for the purposes of spotting, clean-up, damage inspection, or

communication with the Principal in the event of an emergency. **No other communication with any occupants of an existing building or facility shall occur. All site communications shall be made with the Architect or District project representatives only.**

**45. Worksite Clean-Up:** The worksite premises shall be maintained in a neat and orderly condition and kept free of accumulations of refuse materials and debris during the entire performance of the work. The Worksite Superintendent shall ensure all refuse materials and debris are deposited in commercial refuse containers at the end of each working day and removed from the worksite at least weekly or at such intervals necessary to prevent overflow. It is the sole responsibility of the Contractor to arrange for legal removal and disposal of all refuse materials or debris at no additional cost to the District. At completion of the project, portable sanitary or other temporary facilities, construction refuse containers, debris, and all Contractor/subcontractor tools, equipment, machinery, surplus materials, or other such items shall be removed from the worksite. If the Contractor fails to clean up the worksite at least weekly or at such times as the District or Architect feels appropriate for safety or other reasons or at the completion of the work, the District may provide for cleanup and disposal, and deduct such costs from the Contractor's payment.

**46. Contractor Supplied Equipment and Facilities:** The Contractor shall provide and pay for, by way of illustration and not limitation:

- A. A worksite office or construction trailer where the plans, specifications and other construction documents are located, where high-speed internet access and e-mail are available, where site meetings can occur, for temporary shelter from inclement weather, heated/cooled as appropriate for the nature and duration of the project.
- B. All tools, scaffolding, fencing, signage, rented or owned construction equipment and machinery or other such equipment necessary for proper execution of the work.
- C. Potable (drinking) water as well as temporary water for the project separate from any existing building's water source.
- D. Temporary lighting and power including temporary power panels, wiring, lamps, outlets for power equipment, or other such needs for electrical power.
- E. Telephones or other communication equipment; office equipment or other utilities and services appropriate to the nature and duration of the project.
- F. Sanitation facilities and access to food and drink vending, as appropriate.
- G. Transportation and delivery.
- H. Any other materials, equipment, facilities and services necessary for the proper execution and completion of the work.

Approval of any use of District facilities shall be identified in the *Scope of Work (Exhibit A)*.

**47. Existing Building Safeguards:** When renovations or repairs are required to an existing building, the Contractor shall be solely responsible for protecting the existing building and its contents from inclement weather and damage resulting from the work being performed. **The Worksite Superintendent shall inspect the existing premises daily to ensure there is no damage in progress.** Immediate corrective action shall be taken upon observation of any damage in progress, and the Contractor shall notify the District project representative immediately when such damage is identified. The Contractor shall also be responsible for safeguarding any other out buildings, athletic or other facilities at the worksite from damage, either directly or indirectly, as a result of the work being performed, the delivery or storage of materials and equipment, the use of construction equipment, or other Contractor, subcontractor and supplier activities.

**48. Damages Remedy:** The Contractor shall remedy all damages to the exterior or interior of any buildings or facilities, including building contents, due to the failure of the Contractor, any subcontractor or supplier to take sufficient precautions, either directly or indirectly, to safeguard the buildings and facilities from inclement weather conditions, water infiltration, the work being performed, or other causes of damage. The Contractor shall be responsible for all costs associated with such remedy, including insurance deductibles, which are not recoverable from the Contractor's or subcontractors' insurance carrier or the District's insurance carrier, if applicable. Likewise any building, lawn, landscaping, parking lot, canopies, athletic facilities, fences, signs or other District property damaged by the Contractor, any subcontractor or supplier while in the performance of the work shall be restored to no less than the condition prior to damage and to the satisfaction of the District.

**49. Responsibility for Work in Progress:** The Contractor shall be solely responsible for coordinating all portions of the work and shall have control over construction means, methods, techniques, sequences and procedures implemented to accomplish the work unless the Contract Documents give specific instructions concerning these matters. The Contractor shall supervise and direct all aspects of the work to be performed using the Contractor's best skill and attention, whether the services are performed by the Contractor or any subcontractor. The Architect, the District or any regulatory authority shall, at any time, have the right to inspect the progress of the work for quality of workmanship and conformance to the Contract Documents and applicable laws.

**50. Demolition and Salvage of Materials and Equipment:** The Contractor shall notify DHEC of all demolition activities in conjunction with any renovations even if asbestos is not suspected. The District reserves the right, before demolition, to salvage useable materials, equipment and processes from any building, or portion thereof, when such salvaging does not interfere with demolition activities or the progress of the work. After salvage by the District, the Contractor shall have the right to remove or sell any remaining materials,

equipment or processes provided it does not delay the demolition or the work. The Contractor shall be responsible for removal from the worksite and disposal of all demolition debris.

**51. Underground Utilities and Shutdowns:** The Contractor shall abide by the Underground Utilities Damage Prevention Act, South Carolina Statute 58-35-10, as may be amended, and shall include this same requirement in all subcontract agreements. For worksites with an occupied building, prior to any shutdown of any electrical, mechanical, security, fire or other such systems, the Contractor shall notify the District's project representative not less than five (5) days prior to the shutdown. No shutdown shall occur without notification to, coordination with, and approval by the District. **Shutdown of fire alarm and security systems shall not intentionally occur while the building is occupied.** The Contractor shall notify the District's project representative immediately of any accidental termination of electrical, mechanical, security or other such systems. The Contractor shall take immediate remedial action to bring such systems to full functionality. **Fire alarm and security systems shall have priority.**

**52. Tests, Inspections and Approvals:** Tests, inspections and approvals required by the Contract Documents or any applicable laws shall be made in a timely matter to avoid delay in the construction schedule or progress of the work. Unless otherwise provided in the Contract Documents, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory, the appropriate public authority, or the District's approved provider of IBS inspections. The Contractor shall give the District and Architect timely notice of when and where tests and inspections are to be made so they may observe such procedures. Any required certificate of testing, inspection or approval shall be provided promptly to the District. The Contractor shall also be responsible for tests and inspections of portions of the work already performed to determine such portions are in proper condition to receive subsequent work and conform to the Contract Documents. The Contractor shall not be relieved of the obligation to perform the work in accordance with the Contract Documents by activities or duties of the Architect or District or certifications required by any regulatory authority. The District shall have the right to require additional inspection or testing of the work, whether or not such work is fabricated, installed or completed, if the Architect or the District considers it necessary or advisable for implementation of the intent of the Contract Documents. The Contractor shall cooperate with any additional inspection or testing of the work without any change in contract price or contract time.

**53. Costs of Tests, Inspections and Approvals:** The Contractor shall bear all related costs for tests, inspections and approvals, except for IBS inspections or those tests, inspections or approvals required of others in the Contract Documents and for which the District is responsible for payment. If tests or inspections reveal failure of the portions of the work to comply with requirements, the Contractor shall bear all costs necessary for correction, including repeated testing and inspection as well as for the additional costs to the Architect, the District, and any regulatory authorities required as a result of the Contractor's failure. Should the Architect or District determine assistance to the Contractor is necessary to obtain timely tests, inspections or approvals to avoid delays in the work or due to Contractor failure in obtaining such tests, inspections or approvals in a timely manner, the Contractor shall reimburse the District one hundred and fifty dollars (\$150) per hour per person for the Architect's assistance and seventy-five dollars (\$75) per hour per person for District assistance including travel time.

**54. Architect, District and Contractor Inspections:** The Architect and the District shall have a) access to and the right to observe and inspect the worksite, progress of the work, the materials, equipment, and workmanship for quality and conformance with the Contract Documents; b) access to and the right to inspect off-site stored materials and equipment for quantity and quality; and d) access to the Contractor's records related to the work including, but not limited to, quality control reports, OSHA reports, payrolls, personnel records, SLED criminal background checks, materials and equipment invoices, receiving documents or other project relevant data, documents, or records. **The Worksite Superintendent(s) shall perform random testing of work completed to ensure a) the quality and quantity of work completed; b) subcontractor requests for payment do not exceed the actual percentage of work completed; and, c) the appearance of work completed is a true representation of actual work completed.** The District shall have authority to require additional inspection or testing of the work, whether or not such work is fabricated, installed or completed, if the Architect or the District considers it necessary or advisable for implementation of the intent of the Contract Documents. No amount of review or inspection by the District or the Architect shall relieve the Contractor of the responsibility for conformance to the Contract Documents or constitutes approval of any defective materials, equipment, process, or work.

**55. Sub-Surface Conditions:** If conditions are encountered at the worksite which are a) sub-surface or latent physical conditions differing materially from those indicated in the Contract Documents; or b) unknown physical conditions of an unusual nature or differing materially from those ordinarily encountered and generally recognized as inherent in the work to be performed, then the Contractor shall notify the Architect of such conditions before they are disturbed within twenty-four (24) hours of first observation. The Architect shall investigate and, if the condition requires a change in contract price or contract time, a *Change Order* will be processed.

**56. Contractor Responsibility for Defective Work:** Neither a) final payment, nor b) any decision, approval or acceptance by the Architect or the District, nor c) any other provision in the Contract Documents shall relieve the Contractor of responsibility for rectifying faulty materials, equipment, workmanship or omission of a portion of the work to be performed. The Contractor shall remedy any defects or supply any omissions and pay for any damage to other work resulting from such remedy. This responsibility shall survive completion or termination of the *Contract Agreement*.

**57. Right of Rejection and to Stop Work:** The District or the Architect shall have authority to reject work not conforming to the Contract Documents. Rejection of any non-conforming work by the District or Architect shall be corrected by the Contractor within ten (10) days at the expense of the Contractor or subcontractor, whichever is at fault, and without any contract time adjustment. The District shall have the right to stop the work at any time and for any reason. If the work performed by the Contractor or any subcontractor is considered by the District or the Architect not to conform to the Contract Documents or creates a condition that threatens the health, safety, or welfare of the Contractor, subcontractors, suppliers, the District or the Architect, the occupants of any District building or facility or members of the public, the District has the right to stop the work until the Contractor corrects the non-conforming work or condition creating the threat to safety. Any additional costs incurred as a result of the District's stoppage of work shall be the responsibility of the Contractor when the stoppage is precipitated by, but not limited to, action, non-action, omission, error, illegal conduct of the Contractor or any subcontractor or supplier or anyone enjoined to or under agreement to them, or any non-conforming work or unsafe condition. The making of any decision in good faith either to exercise or not to exercise such authority shall not give rise to a duty or responsibility of the District to exercise such authority on behalf of the Contractor, any subcontractor or supplier.

**58. Uncovering Work:** If a portion of the work is covered (not visible due to the application of additional work) contrary to the requirements or request of the Contract Documents, applicable laws, or the District or Architect to facilitate inspection, that portion of the work shall be uncovered for inspection and be replaced at the Contractor's own expense and time. If applicable laws, the District or the Architect, or the Contract Documents do not request or require observation prior to that portion of the work being covered or for which no testing or inspections are required, it shall be uncovered by the Contractor, and costs of uncovering and replacement shall be paid by the District unless omitted, defective or non-conforming work of the Contractor or any subcontractor is revealed.

**59. Contractor Removal and Correction of Work:** The Contractor shall, within ten (10) days, supply omitted work or remove from the site portions of work not in conformance with the Contract Documents and correct, remedy, replace or re-execute work rejected by the District or the Architect for failing to conform to the Contract Documents or to pass tests or inspections, whether or not fabricated, installed, completed or performed by the Contractor or any subcontractor. The Contractor shall bear all costs to correct, remedy, replace or re-execute the work, including the costs of rectifying damage to the work of separate contractors, costs of additional tests or inspections, and any additional costs of regulatory authorities, the District or the Architect made necessary as a result.

**60. District-Supplied Correction of Omitted or Deficient Work:** In the event the Contractor fails, after notice, to supply omitted work or remove and correct deficient work within ten (10) days, the District shall have the right to supply omitted work, remove defective work and store any salvageable materials or equipment at the Contractor's expense, order the correction of the defective work by separate contract or with its own resources at the expense of the Contractor, and notify the Surety and any appropriate authorities. If the District supplies, corrects, remedies, replaces or re-executes the omitted or deficient work of the Contractor or any subcontractor, a *Change Order* shall be issued deducting the cost from the Contractor's contract price, including any compensation for the additional services of the District, the Architect or any regulatory authorities, and additional tests and inspections made necessary by such default or failure. If remaining contract funds do not cover the costs, the District shall sell the salvaged materials and equipment and account for the proceeds thereof, and deduct remaining costs and damages including compensation expenses made necessary thereby. Any costs still unpaid shall be the responsibility of the Contractor to reimburse the District and shall survive termination of the *Contract Agreement*.

**61. Changes Required in the Work:** All difficulties inherent in construction activities cannot be foreseen during design and solicitation of a project; therefore, the District reserves the right to make changes in the work without invalidating the *Contract Agreement*. These changes may include, by way of illustration and not limitation, a) changes in the original design or increasing/decreasing the scope of the project; b) adding an additional alternate originally excluded at the time of *Contract Agreement* execution or the deletion of an accepted alternate from the *Contract Agreement*; c) correction of errors in designs, plans, specifications or drawings not reasonably discernable at the time of bidding; d) implementation of new construction techniques, materials, equipment or processes; e) adapting unanticipated site conditions or other unforeseeable events; and/or f) other necessary changes in requirements. (Requirements for any *Change Order* or *CCD* are provided in Exhibit E.)

**62. Excusable Delays:** If the Contractor is delayed in the progress of the work by an excusable event such as, by way of illustration and not limitation: a) government acts in a sovereign or contractual capacity; b) fire; c) epidemics or quarantine restrictions; d) freight

embargoes; e) acts of a public enemy; or f) other causes which the District determines, then the contract time may be extended by a *Change Order* or *CCD* for such reasonable time as the District may determine, but in no event shall the extension of time be more than one (1) full day for each full day of excusable delay and not to exceed five (5) full days per calendar week. An excusable delay does not automatically entitle the Contractor to an equivalent extension of time unless the District determines the delay directly impacted the worksite location such that no work could reasonably be in progress during the event and was a) unforeseeable, b) beyond the control of the Contractor, and c) not the fault of the Contractor or any subcontractor or supplier, whether directly or indirectly. To warrant an excusable delay, the Contractor shall support the time extension request by a) establishing causation, b) demonstrating the negative impact on the construction schedule, the work in progress, and the established completion date of the project, and c) making every effort to mitigate the potential effect of the delay.

**63. Weather Delays:** When adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating the weather conditions a) were abnormal for a period of time which could not have been reasonably anticipated; b) had an adverse effect on the work scheduled, and alternate work unaffected by the weather could not have been done; and c) had an adverse effect on the construction schedule such that the loss of work time will adversely impact the established completion date. The Contractor must make every effort to mitigate the potential effect of the weather on the construction schedule including, but not limited to, rescheduling of subcontractors, pumping water from work areas, rescheduling work hours to alternate work days within the work week, or other such actions. Such time extension request shall be in writing and submitted to the District for approval within ten (10) days from the end of the event causing the impact on the construction schedule. An extension of time not requested within the appropriate time period shall not be considered. The approved extension of time shall be incorporated in the next *Change Order*.

**64. Anticipated Weather Delays:** A total of five (5) days per calendar month (non-cumulative) shall be anticipated by the Contractor as "adverse weather," and such time shall not be considered justification for an extension of time. Such anticipated adverse weather days are established only for normally scheduled work days, excluding Saturdays, Sundays and major holidays, unless such adverse weather conditions on those days are severe enough to impact the scheduled work on the following work day. If adverse weather days beyond the five (5) days anticipated are substantiated and the Contractor could not mitigate the impact of the additional adverse weather days, an extension of time may be allowed only to the extent of the actual impact on the last approved construction schedule and only to the extent of one (1) full day of extended time for each full working day of adverse weather conditions which prevented a forty-hour work week within a seven (7) day calendar week. A request for adverse weather extension shall not be allowed after the date established for substantial completion.

**65. Remedy for Delays:** Claims for delays shall be remedied only by an extension of contract time, except for delays caused by fraud, misrepresentation or other bad faith on the part of the District or gross negligence by the District or the Architect. Claims for extended or indirect overhead or lost profits as a result of the delay shall not be allowed. No extension of time shall be considered when a delay is caused by a) conditions existing at the time bids were received and of which the Contractor might be reasonably expected to have full knowledge of at the time of bidding; b) failure on the part of the Contractor to anticipate properly the requirements of the work contracted for, as to materials, labor and equipment; c) failure on the part of the Contractor to properly schedule materials and subcontractors; or d) other such failures of the Contractor to properly administer the contract or mitigate conditions resulting in delays.

**66. Liquidated Damages:** The Contractor acknowledges and agrees the District is a public entity performing an essential public function and failure of the Contractor to comply with the *Contract Agreement* may cause general, special or consequential damages to the District, to those who shall occupy the completed work, and to the public at large. Failure of the Contractor such as, by way of illustration and not limitation, breach, default, delays, or repudiation of the *Contract Agreement* may cause the need to, by way of illustration and not limitation, a) crowd other premises, b) limit educational services and opportunities to students, c) extend occupancy or procure other premises or temporary facilities, d) rectify damages due to a third party, e) pay fines, penalties or other such sums to regulatory or judicial authorities for failure to meet requirements of applicable laws, codes or legal judgments, f) store, delay shipments of, or require suppliers to restock furniture, fixtures and equipment ordered, and/or g) acquire or require services or additional work of the Architect, consultants, other contractors and District staff to mitigate the failure of the Contractor. Should the Contractor fail to complete the project within the contract time, as may be extended by any *Change Order* or *CCD* (Exhibit E), the District shall have the right to assess liquidated damages as a measure of damages reasonably expected by the District to be incurred and shall not be considered a penalty or retainage. The District shall not be responsible for any additional costs incurred by the Contractor to bring the progress of the work in conformance with the last approved construction schedule such as, by way of illustration and not limitation, a) additional employees or subcontractors, b) overtime payment to employees, c) expediting material or equipment deliveries, d) expediting subcontractor work scheduling, e) substitution of subcontractors or suppliers as addressed elsewhere, or f) other such courses of action. Liquidated damages shall be assessed at the rate specified in the *Scope of Work* (Exhibit A) or actual costs attributable to such failure or

delay, whichever is greater. The parties to this *Contract Agreement* hereby acknowledge the difficulty of ascertaining the actual damages to be suffered by District upon Contractor's default. The parties further agree that any measure of liquidated damages provided for herein is not intended as a penalty but constitutes a good faith estimate of the potential damages arising from Contractor's default. Unless the District specifically elects the remedy of liquidated damages in regard to a default hereunder, it shall not be barred from pursuing any other remedy to which it may be entitled herein.

**67. Schedule of Values:** The Contractor shall submit to the District a detailed *Schedule of Values* in accordance with Exhibit C within ten (10) days from the date of the *Notice of Intent to Award* allocating the entire contract sum to various portions of the work and subcontracts as well as material costs allocated to either.

**68. Payment Requests:** The Contractor shall forward two (2) original copies of the *Payment Request (Exhibit F)*, including supporting documentation, to the District for approval and processing no later than the 25<sup>th</sup> day of the month of the dated *Payment Request*. The itemized *Payment Request (Exhibit F)* submitted shall contain: a) Contractor's original signature with appropriate notarization; b) the updated/highlighted schedule of values; c) the last approved construction schedule with any requested changes highlighted; d) any invoices for which payment is being requested under an allowance, e) proof of insurance and bonding for any off-site warehouse containing stored materials for which payment is being requested, f) each subcontractor's invoice to substantiate the payment requested by the Contractor for those portions of work; and g) any other supporting documentation required by the *Contract Agreement* or the District to substantiate the request, which may include, but is not limited to, invoices or delivery tickets from suppliers, proof of payment to subcontractors and suppliers to date, receipts for rental equipment, labor sheets to support additional labor or additional hours of work, or other documentation.

**69. Payment Certification:** The presentation of a *Payment Request* constitutes a representation by the Contractor that the Contractor a) is entitled to payment in the amount requested and substantiated, b) is requesting payment for subcontractor work that is not in dispute and funds received will be used to pay subcontractors entitled to payment in accordance with applicable laws, c) is not requesting payment for work that does not conform to the requirements of the Contract Documents, d) is requesting payment for materials, equipment and processes in conformance to the Contract Documents, received and suitably stored, and funds received will be used to pay suppliers, and e) has not included work anticipated to be completed but not completed at the time the *Payment Request (Exhibit F)* is submitted. The approval of a payment shall not, however, represent the District or Architect has a) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, b) reviewed construction means, methods, techniques, sequences or procedures, c) made examinations to ascertain how or for what purpose the Contractor has used the monies previously paid; or d) approved defective or non-conforming work.

**70. Approval of Payment:** If, upon review of the *Payment Request (Exhibit F)* and based upon the best determination of the District, the Payment Requested does not accurately represent the progress of the completed work and stored materials, the District shall have the right to adjust the payment to more accurately reflect the percentage of completed work. The District shall approve and authorize payment to the Contractor no more often than once monthly. Payment by the District shall be made by the 15<sup>th</sup> of the following month of the dated *Payment Request* or within thirty (30) days from the date the District receives the *Payment Request (Exhibit F)* except as may be provided for elsewhere in the *Contract Agreement*.

**71. Retainage:** The District requires a retainage of three and one-half percent (3.5%) of the total contract price, as may be amended by any approved *Change Order (Exhibit E)*, to be withheld from the Contractor's payments throughout the term of the *Contract Agreement* and payable at the time of final payment after a) full completion of all work to be performed and all requirements established in the *Contract Agreement* and acceptance by the District, b) submittal of all closeout documents, and c) submittal of an affidavit of payment of debts/claims, if requested by the District, for every subcontractor who performed work on the project evidencing they have received final payment of undisputed work and retainage withheld. As a condition of the contract, no more than three and one-half percent (3.5%) shall be retained from the progress payments of any subcontractor by the Contractor until final completion of that portion of the work. Prompt payment of retainage to all subcontractors at final completion of their acceptable work regardless of timing during the contract is mandatory. The Contractor shall, at final completion, ensure no amount of the Contractor's retained funds is allocable to the completed and accepted work of any subcontractor nor to materials or equipment purchased from any supplier unless such amounts are in dispute and the Contractor has not requested payment for such disputed amounts to date. Such amounts in dispute shall be identified on the Contractor's affidavit of payment of debts/claims submitted with final documents.

**72. Substantial Completion:** A request, shall be submitted to the District for substantial completion ten (10) days prior to the requested inspection to allow the Architect and District to schedule and conduct a review to ensure the project has reached substantial completion and verify all work is complete or make appropriate revisions. Should the Architect or the District determine that all requirements for substantial completion have not been met to allow for regulatory authority inspection or the potential punch list represents more work than can be accomplished within the final completion period and, therefore, does not

accurately represent substantial completion, the District shall have the right to a) notify the Contractor's Surety; b) assess liquidated damages, c) withholding payment, and d) any other remedies available to the District.

**73. Substantial Completion Inspection:** Once the actual substantial completion date has been established, the Architect shall coordinate with representatives of the District and regulatory authorities a mutually acceptable date for project inspection. The Contractor shall not notify the Architect and District the project is ready for inspection until, at a minimum, all the following life safety requirements have been completed properly, if included in the work to be performed, and are fully operational according to applicable laws:

- A. Fire alarm system with required strobe lights is operational and connected to a supervised monitoring station and any sprinkler system.
- B. All fire doors and related hardware, smoke detectors and "hold open" devices are installed and operational.
- C. All exit lights, emergency lights and emergency power systems with strobe lights are installed and operational.
- D. Fire suppression systems are installed and operational in kitchen hood systems, classrooms and any other facilities with special requirements.
- E. Fire extinguishers are installed throughout all buildings, including portable classrooms.
- F. All rated walls are properly constructed and identified (stenciled) at proper intervals and sealed to the structure above and it can be demonstrated effectively that proper sealant materials were used.
- G. All doors in rated walls are installed with the correct hardware, glazing and labels and are operational.
- H. All rated ceilings and floor/ceiling assemblies are properly installed.
- I. All penetrations such as, by way of illustration and not limitation, pipes, conduit, and ducts in rated walls and floor/ceiling assemblies are properly installed using appropriate methods and materials.
- J. Fire protection of columns, beams, ceilings, roof and floor decking in Type II and Type IV one-hour construction is of adequate depth and properly installed.
- K. All required seismic bracing of walls, equipment, hoods, pipes, ducts and ceiling grids is present and properly installed.
- L. Smoke testing of all plumbing has been completed in addition to any other testing, and approval to put water and sanitation systems into service has been obtained.
- M. Kitchen facilities have been approved for use by DHEC.
- N. ADA handicapped accessibility requirements have been met.

**74. Additional Substantial Completion Requirements:** In addition, the Contractor shall have all mechanical, electrical and plumbing installed and operational and all finishes complete, if included in the work to be performed. By way of clarification and not limitation, the following items must be completed before notifying anyone the work is ready for inspection:

- A. Installation of all roofing, flashing, drains and downspouts, masonry, sealants.
- B. Installation and testing of all windows, doors and hardware and the required sets of tagged keys produced.
- C. Installation and testing of boilers, HVAC equipment, ductwork and controls.
- D. Completion of all carpentry, including finish work, and painting.
- E. Installation and testing of all electrical work, lighting, surge protection, converged network systems and low-voltage wiring.
- F. Installation and testing of security system.
- G. Installation of all hall lockers, video and audio equipment, stage curtains, auditorium seating, TV brackets, white boards and other wall fixtures.
- H. Installation and testing of all gym equipment, lockers and bleachers.
- I. Installation and finishing of all flooring, carpeting, and rubber wall base.
- J. Completion of retention pond, and installation of landscaping, fencing, covered walkways, and storm water drainage.
- K. Installation of all athletic facilities, scoreboards, goal posts, bleachers, concession and storage, baseball backdrops and other such athletic facilities.
- L. Completion of all sidewalks, paving and striping.

**75. Punch List Completion:** At the time of substantial completion inspection by the Architect and District, the punch list shall be reviewed and revised, as appropriate. Punch list items are expected to be relatively inconsequential items that can be completed easily and quickly prior to the final completion date established. Failure of the Architect or District to include an item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the *Contract Agreement*. The Contractor shall proceed promptly to complete and correct items on the final punch list within the time frame provided for final completion.

**76. Occupancy and Keys:** The District may occupy or use any completed or partially completed portion of the work or occupy the worksite location during any substantially completed stage of the work provided the Contractor is aware of such occupancy and any appropriate regulatory authorities have approved such occupancy and use. Partial or full occupancy or use of the work shall not constitute acceptance of any work not complying with the requirements of the Contract Documents. The District may receive deliveries of furniture, equipment and supplies and store them in a designated portion of the worksite prior to the final completion date. Once District staff or a third party has secured the deliveries, the Contractor shall be responsible for maintaining the security of such items and may be held responsible for any theft or misappropriation of such items. The Contractor

shall provide to the District at substantial completion, three (3) complete sets of door keys with tags indicating the number or description of the door or room each key is intended to fit. The Contractor shall also provide to the District with the key sets an itemized key schedule listing door/room number, serial number of the key and number of keys delivered for that door/room.

**77. Final Completion:** The Contractor has a defined timeframe as indicated in the *Project Schedule (Exhibit D)* from the date of substantial completion to complete all final project requirements shall be the number of days stated in the *Project Schedule (Exhibit D)*. When the Contractor considers all work is completed, including all punch list items, the Contractor shall submit a final *Payment Request (Exhibit F)*, with all final documents to the District for approval. **The Contractor shall cooperate fully with the Architect to facilitate closeout of the project as required. The Contractor is cautioned that occupancy of the premises and delay in completion may cause the distinction between punch list items, normal maintenance of the premises, and any warranty issues to become indecipherable and thus incur possible additional unnecessary costs to the Contractor. The District shall not be responsible for costs incurred by the Contractor related to the Contractor's failure to facilitate completion in the time specified and in the manner required in the Contract Documents.** Should the Contractor fail inspection requiring re-inspection or fail to achieve final completion within the time period established in the *Project Schedule (Exhibit D)*, the final payment of retainage shall be reduced for additional services required of the Architect at the rate of one hundred and fifty dollars (\$150) per person per hour and the District at the rate of seventy-five dollars (\$75.00) per person per hour including travel time. When the final *Payment Request (Exhibit F)* is received from the Contractor, a final inspection of the work shall be completed by the Architect and District to ensure the project is complete. Certification of the final payment by the District shall indicate that a) final inspection is satisfactory; b) all documents have been adequately prepared and submitted; c) the Contractor is entitled to final payment of all retainage and other funds withheld by the District excluding any amounts remaining in dispute or owed to the District or Architect. The final *Payment Request* shall not be processed for payment until all final documents/items are received, complete and accepted by the District. **Neither completion of the final inspection nor certification of the final payment shall constitute acceptance of any work not complying with the requirements of the Contract Documents.**

**78. Final Payment and Release of Claims:** Upon receipt and acceptance of all final documents by the District, the final payment shall be authorized less a) any amounts owed to the District including, but not limited to, liquidated damages; b) amounts owed to the District by the Contractor's or any subcontractor's failure to meet the conditions of the *Contract Agreement*; c) additional expenses incurred by the District and/or the Architect from failure of the Contractor to meet required inspections or the need for subsequent inspections; and/or d) amounts owed to third parties reasonably expected to be paid as a result of the Contractor's or any subcontractor's failure to meet the requirements of the *Contract Agreement*. Final payment shall not constitute a waiver of any claim by the District for faulty workmanship identified after the final payment, a release of any obligations of the Contractor, any subcontractor, or any supplier under any warranty agreements, or a waiver of any other requirements of the *Contract Agreement* including those obligations of the Contractor's Surety in the *Contract Agreement*, which may survive termination or completion of the project. Acceptance of the final payment by the Contractor shall be a release to the District of all claims and liability of the Contractor for all materials, equipment and work performed and every act, omission and neglect of the District, the Architect, and others related to or arising out of the work except as may be provided for elsewhere in the *Contract Agreement* or granted by applicable laws.

**79. Contractor Warranty:** The Contractor shall warrant to the District that any and all work performed, whether by the Contractor or any subcontractor, conforms to the requirements of the Contract Documents or any amendment thereto, and such obligation shall survive termination or completion of the work and acceptance and final payment by the District. If any of the work is found not to be in accordance with any of the Contract Documents or defective during the warranty period, the Contractor shall correct such work within ten (10) days from receipt of written notice from the District unless the District has previously given the Contractor a specific written acceptance of such non-conforming work. If the Contractor fails to correct such non-conforming work within ten (10) days from receipt of the District's written notification or fails during that ten (10) days to propose, in writing, to the District the process by which the work shall commence and be in total compliance with all Contract Documents within thirty (30) days from receipt of written notice of non-conforming or defective work from the District, the District shall have the right to seek other means to correct such non-conforming work at the expense of the Contractor. Any costs to the District shall be reimbursed by the Contractor immediately, or the District has the right to deduct such amount from any other current contract between the District and the Contractor or to find the Contractor non-responsible in any bid submitted until such time as the Contractor has paid in full.

**80. Contractor Warranty Terms:** The Contractor shall warranty the entire project beginning the day after the date of substantial completion as evidenced by a document prepared by the Contractor and approved by the District, for the period of time stated in the *Scope of Work (Exhibit A)*. In the event of phased work required by the District for early occupancy, the Contractor's warranty shall begin upon substantial completion of each phase of construction. The beginning date of any required phased

warranty period shall be documented in a *Change Order* for that phase of work. The warranty shall permit direct enforcement by the District against any subcontractor, or supplier whose guaranty or warranty is called for and the Contractor shall a) be severally liable with such subcontractors or suppliers for purposes of performance under the *Contract Agreement*; b) be furnished by the District with a written notice of any breach of warranty, which shall be sufficient to invoke the terms of the warranty; and c) so bind any subcontractor or supplier to the terms of said warranty. The remedies under warranty are in addition to the remedies otherwise available to the District. The *Contractor's Warranty* shall exclude remedy for damage or defect caused by a) abuse or vandalism; b) modifications to materials, equipment or systems after acceptance of the work by the District; c) proof of improper or insufficient maintenance; d) proof of improper operation of equipment or systems; or e) normal wear and tear under normal usage.

**81. Safety Programs and Protection:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs including all OSHA construction safety standards and requirements. Up to three (3) years of current OSHA (Form 300) reporting logs of accidents shall be provided to the District within forty-eight (48) hours, upon request. The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to, by way of illustration and not limitation:

- A. The Contractor and Contractor's property at the worksite.
- B. The District, the Architect, or their property while at the worksite.
- C. Other contractors, subcontractors, students, parents, visitors, and other third parties or their property while at the worksite.
- D. The work, materials, and equipment under the care, custody, or control of the Contractor or anyone enjoined by or under agreement to the Contractor while located at the worksite either stored or incorporated into the work to be performed.
- E. Any other District or neighboring property located at the worksite or adjacent thereto to include, by way of illustration and not limitation, trees, shrubs, lawns, walks, pavements, roadways, parking lots, portable classrooms, sheds, canopies, walkway coverings, structures, utilities or other such items not designated for demolition, removal, relocation or replacement in the course of the work being performed.

**82. Safety Precautions:** The Contractor shall furnish, install, erect and maintain, as required by existing conditions and performance of the *Contract Agreement*, reasonable safeguards meeting all applicable laws, including by way of illustration and not limitation:

- A. Posting directional signs necessary for ingress and egress roads, danger signs and other warnings against hazards, and erecting barricades, fencing, scaffolding, steps, ramps, bridges, platforms, as necessary. Directional and warning signs and protective barricades shall be provided around cranes, hoists, or other such mechanical equipment.
- B. Erecting entrance/exit or other overhead protection in accordance with applicable laws to prevent debris or materials falling on employees, students or others. This protection shall be completely removed from the site upon completion of construction, and all holes and damage made as a result of such devices shall be refilled and repaired to the same condition as prior to commencement of the work.
- C. Avoiding loading materials on any roof endangering the occupants of any building or facility. Any placement of heavy equipment or materials on the roof of any existing building shall be accomplished prior to or after building occupancy or the Contractor shall make arrangements with the District to vacate classrooms directly affected by such activity.
- D. Promulgating safety regulations.
- E. Notifying the District and any users of adjacent facilities of safety hazards.

If, at any time during the contract term, the work performed by the Contractor or any subcontractor is considered by the District to create a condition which threatens the health, safety, or welfare of any persons or property, the Contractor shall immediately, correct such condition.

**83. Mandatory Safety and Conduct Requirements:** The safety and security of District staff, students and the general public are of utmost priority to the District. To that end, the Contractor shall be responsible for ensuring the Contractor, any subcontractor or any supplier comply with the following:

- A. **No drugs, alcohol, knives, firearms or other weapons on the worksite**, whether or not there is an existing occupied building.
- B. **No fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, Architect or District representatives, agents, or employees at the worksite location.**
- C. **No improper attire or actions while on any District premises.**
- D. **No tobacco products or alternative nicotine products on District premises.**
- E. **No direct communication with building occupants at the worksite, including the Principal, unless an emergency occurs.** All communication shall be made directly to and through the Architect or the District's representatives assigned to the project.
- F. Take all necessary precautions to separate worksite activities from the occupied portion of any building and secure all work areas and equipment with **safety fencing and appropriate signage.**
- G. Take all necessary precautions to ensure **minimal loss of utilities and facilities** required by the occupants of an existing building and **minimal disruption of the educational process** as required by the District.

- H. Secure **SLED (State Law Enforcement Division) criminal background checks** on all Contractor and subcontractor employees, agents, and representatives performing work at the worksite. The Contractor shall ensure no person having committed violent crimes, crimes against children, or crimes of moral turpitude are allowed access to the worksite. Such SLED criminal background checks shall be made available to appropriate District personnel or the District's legal counsel immediately upon request.
- I. Take all necessary precautions to protect students, parents, visitors, Architect and District representatives, agents, or employees as well as the property belonging to those individuals at the worksite location during the contract term.
- J. Ensure the Contractor's and subcontractor's employees located at the worksite, whether full-time, part-time, or occasionally employed, **wear identification tags** specifically identifying them as part of the Contractor's or subcontractor's workforce.

**Failure to meet the requirements of conduct stated in this paragraph may result in arrest and/or removal of the offending individual(s) from the worksite, stoppage of the work until corrective action is taken, or any other action deemed expedient by the District with no increase in contract price or change in contract time.**

**84. Traffic Control On-Site and Off-Site:** The Contractor shall conduct its operations in a manner to not interrupt pedestrian or vehicle traffic except as approved by the District and the South Carolina Department of Transportation. The worksite shall be confined to the smallest area possible allowing maximum use of streets, sidewalks, parking areas or other pedestrian areas and reduce to a minimum any hazard to traffic or pedestrians. The Contractor shall use worker and traffic control signs and devices necessary to comply with Section VI of U.S. Department of Labor, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (Washington, DC: GPO) as may be amended, to facilitate traffic control on public roads, streets, or highways when work performed obstructs public traffic. When such traffic areas are obstructed to any extent by work in progress, workers equipped with flags shall direct vehicle and pedestrian traffic. The workers so designated shall not be assigned any other duties while engaged in directing traffic.

**85. Safety Designee:** The Contractor shall designate a competent individual at the worksite whose duty shall be the prevention of accidents and the implementation and monitoring of all OSHA construction safety standards and requirements. The competent individual shall serve as spotter where there is exposure of pedestrians, students, parents, or visitors to falling debris and, in addition, shall ensure on a daily basis that all fencing or other safety barriers are in an upright position to prevent ingress and egress to "lay down" areas or work areas by unauthorized individuals.

**86. Fire Protection:** Special precautions shall be taken regarding fire protection and use of open flames from welders or other such equipment. Appropriate fire extinguishers shall be provided around open flames at all times. A fireguard shall be stationed at and beneath the points where open flames are being used. The fireguard shall be equipped with a water hose no smaller than one-half inch (1/2") in diameter with constant availability of water. The fireguard shall continue the fire watch for a minimum of one (1) hour after use of open flames, welders or other such equipment has ceased and shall remove cleaning agents, gasoline, or other such flammable liquids from the work at the end of each working day and store such items in a safe, secure area inaccessible to unauthorized personnel.

**87. Hazardous Materials:** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and such activities shall be under the supervision of properly qualified personnel. If reasonable precautions are inadequate to prevent foreseeable bodily injury or death to individuals resulting from a material or substance encountered on the worksite, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the District for resolution. The District is responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance (including asbestos or polychlorinated biphenyl products) and to verify that it has been rendered harmless or the District shall furnish a qualified entity to perform the task of removal or safe containment of such material or substance, if necessary. The District shall have the right to stop work, evaluate the premises, conduct abatement activities, and take other measures to render the worksite harmless so work can continue, and shall adjust the construction schedule and established completion date through an approved *Change Order (Exhibit E)* for the delay.

**88. SDS Sheets:** The Contractor shall maintain on the worksite all SDS sheets for any materials with a chemical compound base used during execution of the work required. Safety precautions used in conjunction with any such materials or safety procedures used in the event of an accident shall be in accordance with SDS instructions and OSHA requirements.

**89. Emergencies:** The Contractor shall provide the Architect and the District with telephone numbers or other direct means of communication with the Contractor and the Worksite Superintendent in the event of an emergency. The Architect or the District shall have the determination as to what constitutes an emergency that must be responded to by the Contractor or the Worksite Superintendent or others. In an emergency affecting the safety of individuals or property, the Contractor shall take immediate action to prevent and mitigate damage, injury or loss. Notice of any emergency shall be given to the District's

Project Manager as soon as practicable but in no event more than eight (8) hours after the Contractor is first aware of such emergency conditions.

**90. Hold Harmless Agreement:** The Contractor shall indemnify and hold harmless the District and the Architect from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, and is caused in whole or in part by any negligent, omission, or act of the Contractor, any subcontractor or supplier. The obligation of the Contractor shall not extend to the liability of the District or the Architect arising out of the preparation of maps, opinions, reports, surveys, project changes, designs, or specifications except as may be stated elsewhere in the *Contract Agreement*. The Contractor shall indemnify and hold harmless the District and the Architect from and against all claims arising out of lawful demands of subcontractors, laborers, workmen, mechanics, material men, suppliers, fabricators, and furnishers of machinery and laborers, equipment, tools and supplies, incurred in the furtherance of the performance of the work. If the Contractor fails to do so, the District may, after having notified the Contractor, withhold from the Contractor's unpaid contract price a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the District to either the Contractor, the Contractor's Surety, subcontractors, suppliers, or any third party.

**91. Remedy of Damages:** The Contractor shall promptly remedy damage and loss to property caused in whole or in part, directly or indirectly, by the Contractor or by anyone for whose acts the Contractor may be liable except damage or loss attributable to acts or omissions of the District or the Architect and not attributable to the fault or negligence of the Contractor.

**92. Insurances:** Adequate insurance coverage is deemed critical to the award of a *Contract Agreement*. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance to protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the *Contract Agreement* and for which the Contractor may be legally liable:

- A. Claims under worker's compensation, disability benefit and other similar employee benefit acts resulting from the work being performed.
- B. Claims for damages, bodily injury, sickness, disease, or death of the Contractor's employees or other individuals.
- C. Claims for damages insured by usual personal injury liability coverage which are sustained by a) an individual as a result of an offense directly or indirectly related to employment of such individual by the Contractor, or b) another individual.
- D. Claims for damages injury to or destruction of tangible property (other than to the work being performed), including loss of use resulting there from.
- E. Claims for bodily injury, death or damages to property arising out of ownership, maintenance or use of a motor vehicle including loading and unloading of vehicles.
- F. Claims for damages, injury or death applicable to the Contractor's liability for products and completed operations.
- G. Claims involving contractual liability insurance applicable to the Contractor's obligations under the hold harmless agreement stated in the *Contract Agreement*.

If a Contractor cannot obtain adequate insurance coverage as required herein, a contract shall not be awarded. Maintenance of insurance coverage, without lapse, is required throughout the term of the *Contract Agreement* and as may be required after the completion of the work and final payment. Should the Contractor or any subcontractor be found by the District to be in non-conformance with the insurance requirements, the District shall have all rights of redress available under the *Contract Agreement* and the laws of the State of South Carolina up to and including cancellation of the contract for default.

**93. Minimum Insurance Requirements:** The insurance requirements stated herein are minimum requirements and the Contractor's coverage shall be written for not less than the limits stated herein:

- A. Commercial General Liability:
  - 1) \$1,000,000 limit for bodily injury and property damage (each occurrence)
  - 2) Premises Operation and Independent Contractor's Protection of \$1,000,000
  - 3) Products and Completed Operations of \$1,000,000 to be maintained for one (1) year following established completion of the project.
  - 4) Commercial Broad Form Property Damage of \$1,000,000 including Owned/Non-owned and Hired Motor Vehicles with combined minimum single limit of \$600,000
  - 5) Personal and Advertising Injury of \$1,000,000
  - 6) Contractual each occurrence of \$1,000,000
  - 7) Fire Damage (any single fire) of \$100,000
  - 8) Medical Expense (any single individual) of \$5,000
- B. Commercial Umbrella Liability in excess of other coverage with minimum limits of:
  - 1) \$5,000,000 (per occurrence)
- C. Automobile Liability with \$1,000,000 for bodily injury and property damage (per occurrence) including all owned, hired, and non-owned vehicles
- D. Worker's Compensation as required by the State of South Carolina to include:
  - 1) Employer's Liability (per single accident) of \$500,000

- 2) Disease (per single individual) of \$100,000
- 3) Disease (policy limit) of \$500,000

Any out-of-state Contractor shall ensure coverage is provided for those employees in South Carolina working on this project, whether residents of South Carolina or of another state, which conforms to the requirements in this *Contract Agreement*.

**94. Builder's Risk Insurance:** Where necessary, the District shall provide builder's risk coverage on the work in progress and materials and equipment to be incorporated into the work and located at the worksite as well as any other appropriate insurance coverage for the existing facilities at the worksite. The Contractor shall comply with the following regarding District provided insurance coverage:

- A. Provide and maintain any additional insurance coverage the Contractor deems necessary to safeguard the work in progress or the Contractor's liability in relation to the work in progress which may be excluded from coverage under the builder's risk or building coverage provided by the District.
- B. Provide and maintain insurance coverage against loss, damage or theft of tools, materials, trailers, scaffolding or other equipment owned by the Contractor, which is not intended to be incorporated into the work but located at the worksite.
- C. Store any off-site materials or equipment to be incorporated into the work in a bonded, insured warehouse and provide proof of same to the District when requesting payment for such stored materials and equipment.

Provision by the District of builder's risk or other insurance coverage to protect the work in progress or existing facilities at the worksite does not prejudice any rights of the District to remedies by the Contractor for losses or damages incurred due to criminal intent, negligence, action or failure to act of the Contractor, any subcontractor or any supplier.

**95. Insurance Carrier Requirements:** Each of the insurances required shall be issued by a company licensed in the State of South Carolina for the applicable line of insurance and shall be an insurer with a "Best Policyholder's Rating" of "A-" or better and with a financial size rating of Class V or greater. Any aggregate limits of insurance shall apply, in total, to this *Contract Agreement* only and shall be so indicated on the *Certificate of Insurance*. The District and the Architect shall be named as an additional insured with a cross liability clause on the Comprehensive General Liability and the Automobile Liability policies. An original *Certificate of Insurance* (Exhibit G) shall be provided to the District by the insurance carrier(s) prior to commencement of the work with the provisions stated on the form.

**96. Failure to Provide Certificate of Insurance:** The Contractor is responsible for any delay resulting from the failure of the insurance carrier to furnish a valid, original *Certificate of Insurance* (Exhibit G) as proof of existing coverage in the prescribed form or for any lapse or cancellation of coverage which results in stoppage of the work by the District until such insurance coverage has been replaced or reinstated. Any delay in the work resulting from the failure of the Contractor to maintain the required insurance coverage or the insurance company's failure to provide a valid, original *Certificate of Insurance* (Exhibit G) shall not result in an increase in contract price or time.

**97. Losses:** The Contractor shall report all losses related to Contractor-provided insurances within twenty-four (24) hours to the Contractor's insurance agent or carrier as may be appropriate to facilitate adjustment of the claim. The Contractor shall also notify the District's Project Manager within the same period of time the nature and estimated value of the loss or liability exposure incurred. The Contractor shall comply with the following regarding any loss or damage to the work in progress or to the District's buildings or other facilities:

- A. Report losses promptly to the appropriate authorities (police department, fire department, etc.) and secure a police report.
- B. Prepare or assist in preparation of any claim forms, affidavits, statements of loss, or other documents required by the District's or the Contractor's adjuster to facilitate claim processing as well as present immediately any estimates, invoices, payrolls or other proofs of loss or damage incurred to facilitate prompt settlement of the claim.
- C. Immediately, upon knowledge of the loss or damage incurred to the work in progress or the District's existing facilities, safeguard or temporarily repair the work, facilities and premises from further loss or damage until the insurance adjuster has made necessary observations of the damage. The Contractor shall notify the District of action taken to safeguard the work, facilities, and premises or temporary repairs performed until such time as clean-up, permanent repair, replacement or other such activities are authorized. In the event safeguarding the work in progress or temporary repairs would negate or cover up the damage from observance by the insurance adjuster(s), the Contractor shall take photographs of the damage prior to performing temporary repairs and provide them to the District and the adjuster(s).
- D. Prepare for approval by the District, any necessary *Change Order* (Exhibit E) detailing such costs required to facilitate clean-up, repair, replacement of all damaged or destroyed materials, equipment or processes when the loss is the responsibility of the District's insurer and, upon approval of the *Change Order* (Exhibit E) take immediate action to perform such activities related to correction of the loss.
- E. Accept any insurance proceeds as full restitution for all work of the Contractor and all subcontractors, and repair or replacement of all materials, equipment and processes damaged or destroyed by the loss to be re-incorporated into the work in progress or to correct damage or loss to the existing facilities.

- F. Perform any additional work or changes to the work deemed by the District to be appropriate as a direct or in-direct result of the damage or loss incurred. Such changes or additions to the work along with any approved change in contract price or contract time shall be incorporated into a *Change Order* (Exhibit E).
- G. Pay all deductibles required by the Contractor's insurance or the District's builder's risk insurance and provide promptly to any subcontractors or suppliers their just shares of any insurance proceeds received by the Contractor upon performance of the work resulting from the loss.

**98. Performance and Payment Bonds:** The Contractor shall furnish bonds covering faithful performance of the *Contract Agreement* and payment of obligations arising there under. Nothing in the *Contract Agreement* shall preclude the District from requiring any other bonds in conjunction with the work to be performed or any claim or other activity connected thereto. The Contractor shall provide and pay the cost of performance and payment bonds. Each shall be in the full amount of the contract price including any accepted alternates, issued by a Surety licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" and a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a power of attorney authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond. Upon request, the Contractor or the District shall promptly furnish a copy of the payment bond to any individual or entity appearing to be a potential beneficiary of the bond without any requirement to establish the legitimacy of such claim.

**99. Complaints / Claims Process:** Any formal complaint or contract controversy arising out of the interpretation of the *Contract Agreement* between the Contractor and the District shall not be subject to arbitration or mediation but shall be subject to the District's Procurement Code and subsequently, after exhausting the processes therein, the judgments of the Court of Common Pleas of Horry County, South Carolina. The Contractor shall have the right to make an informal request for redress by the District's Project Manager, in writing, regarding interpretation of any condition of the Contract Documents or a decision regarding other condition(s) existing which may impede progress of the work. Such requests shall be made within ten (10) days of the occurrence, the Contractor's first knowledge of the need for an interpretation or decision, or the event precipitating the need for redress. The Project Manager shall, within ten (10) days, provide a written interpretation or decision to the Contractor. The Project Manager's decisions on matters relating to aesthetic effect shall be final if consistent with the intent of the *Contract Agreement*. For all other decisions not resolved by the District's Project Manager, the Contractor shall have the right to submit a formal claim in accordance with the requirements of the District's Procurement Code. The Contractor irrevocably waives any and all rights the Contractor may have to a trial by jury in any action, proceeding or claim of any nature relating to this *Contract Agreement* or any other Contract Document. The Contractor acknowledges that the foregoing waiver is knowing and voluntary. In addition, any costs to the District for litigation in the Court of Common Pleas of Horry County, South Carolina shall be borne by the claimant including all attorney fees, courts costs or other such costs related to the litigation if the judgment of the court is made in favor of the District.

**100. Recovery of Sums Owed:** Whenever any sum of money shall be recoverable from or payable by the Contractor to the District (whether for the benefit of the District, the Architect, any regulatory authority or another contractor), the same amount may be deducted from any payment due to the Contractor under the *Contract Agreement* or under any other *Contract Agreement* between the Contractor and the District at that time. Should the amount owed by the Contractor be greater than the amounts yet payable to the Contractor under any *Contract Agreement*, the Contractor shall reimburse the District for all remaining amounts. **The District shall have the right to declare any business entity operated by the Contractor as non-responsible from receiving another bid award until all amounts due to the District are paid in full.** These rights of the District are in addition and without prejudice to any other rights the District may have to claim the amount of any loss or damage suffered by the District as a result of acts or omissions of the Contractor from the Contractor's Surety.

**101. Contract Governance:** This contract shall be governed by the District's Procurement Code and any applicable laws of the State of South Carolina. Duties and obligations imposed by the *Contract Agreement* and rights and remedies available there under shall be in addition to, and not a limitation of, duties, obligations, rights and remedies otherwise imposed or available under the District's Procurement Code or by law. The Office of School Facilities (OSF) shall determine the enforcement and interpretation of all the applicable codes and referenced standards on school buildings. The Contractor specifically affirms by execution of this *Contract Agreement* that the Contractor is charged with the knowledge of the District's Procurement Code and OSF regulations.

**102. Written Notices:** Written notice is deemed to have been duly served if delivered in person to the officer, director, owner, or other employee of the entity for which it was intended and from whom signature is secured, or if sent by registered or certified mail to the last business address known to the party giving written notice.

**103. Taxes:** The Contractor shall pay sales, consumer, use and similar taxes, which are legally enacted when bids are received or negotiations concluded, for the work or portions thereof and all materials and equipment provided by the Contractor, whether or not such tax requirements are yet effective or merely scheduled to be effective during the contract term

and whether or not the Contractor is aware of the requirements at the time the bid is submitted or negotiations completed.

**104. Non-Resident Withholdings:** The Contractor's attention is directed to Title 12, Chapter 9, of the South Carolina Code of Laws, "Withholding Agents and Withholdings" dealing with South Carolina Tax Commission withholdings for nonresidents. The Contractor shall ensure the Contractor and any subcontractors performing work under the *Contract Agreement* conform to all requirements pertaining thereto, including by way of illustration and not limitation, securing a non-resident exemption or posting the required non-resident bond for two percent (2%) of the contract price with the South Carolina Tax Commission.

**105. Statutory Limitation Periods:** As to acts or failures to act occurring prior to the date of substantial completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the established date of substantial completion. As to acts or failures to act occurring subsequent to the date of substantial completion and prior to issuance of the final payment any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of the Contractor's final *Payment Request (Exhibit F)* submitted. As to acts or failures to act occurring after the relevant date of the final *Payment Request (Exhibit F)* any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to the warranty provided, the date of any correction of the work or failure to correct the work by the Contractor, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or District, whichever occurs last.

**106. Royalties and Patents:** If the Contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood, without exception, the contract price includes all royalties or costs arising from the use of such design, device, or materials in the work to be performed. The Contractor shall defend suits or claims for infringement of patents or copyright rights or unpatented invention, process, or article manufactured or used in the performance of the contract and shall hold the District, its representatives, agents, employees or others harmless against all claims, loss, damage, injury, fines, penalties and costs, including court costs and attorney's fees, charges, liability, and exposure, however caused on account thereof, including the use by the District. The Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular supplier is required by the Contract Documents without substitution. However, if the Contractor has reason to believe the required design, process or product or use thereof is an infringement of a patent, the Contractor shall notify the Architect of such information in writing within twenty-four (24) hours of first discovering the potential infringement.

**107. Contract Termination By Contractor:** The Contractor may terminate the contract if the work is stopped for a period of ninety (90) days or more through no act or fault of the Contractor, any subcontractor or supplier, for a) issuance of an order of a court or other public authority having jurisdiction; b) an act of government, such as a declaration of national emergency, making materials unavailable; or c) if repeated suspensions, delays or interruptions by the District constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any one (1) year period, whichever is less. If one of the above reasons exists, the Contractor may, upon fifteen (15) days written notice to the District, terminate the *Contract Agreement* and recover from the District payment for work executed in accordance with the *Contract Agreement* to date, and for substantiated direct loss in materials, equipment, and processes to be incorporated into the work, including reasonable overhead and damages less any amounts recoverable from the Contractor as stated in the *Contract Agreement*.

**108. District Termination:** The District may terminate the contract or pursue any other rights and remedies afforded in the *Contract Agreement* or under applicable laws if the Contractor fails to perform or otherwise materially breaches any requirement of the *Contract Agreement*. The District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety ten (10) days written notice, terminate the contract with the Contractor and may, subject to any prior rights of the Surety, a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery located thereon owned by the Contractor; b) require and accept assignment of sub-contracts; and/or c) finish the work by whatever reasonable method the District may deem expedient. Further the District may terminate the contract, without cause, should funds become unavailable.

**109. Payment at Termination:** When termination is predicated upon cause, the Contractor shall not be entitled to further payment until all other obligations related to completion of the work by the Surety or the District are fulfilled and it is determined by the District a balance of the contract price is remaining and the Contractor is entitled to such payment for performance of work in accordance with the *Contract Agreement* prior to termination. If costs to finish the work exceed the unpaid balance, the Contractor or the Surety shall pay the difference to the District. The amount to be paid to or by the Contractor, the District or the Surety, as the case may be, shall survive termination of the *Contract Agreement*. In all other cases of termination, the Contractor shall be entitled to payment of the portion of the contract price for the percentage of work completed to the time of

termination and accepted by the District in accordance with the *Contract Agreement*, excluding any anticipatory profits.

**110. Cessation of Work:** After receipt of a notice of termination, except as otherwise directed, the Contractor shall a) stop work on the date specified in the notice of termination, b) place no further orders or subcontracts for materials, equipment, labor or other services except as necessary for completion of such portion of the work not terminated, c) terminate all supplier orders and assign all existing subcontracts to the District or the Surety in accordance with the *Contract Agreement* unless otherwise directed by the District, and d) settle all outstanding liabilities and claims.

**111. Right to Extend Remedy Period:** The District shall have the right to extend any period of time given to the Contractor by the *Contract Agreement* to remedy any correction of work, default or other circumstance, if it is deemed in the best interests of the District to do so. The right of the District to extend such time shall not give rise to a duty on the part of the District to exercise this right.

**112. Assignment:** The District and the Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the *Contract Agreement*. Neither party to the *Contract Agreement* shall assign the *Contract Agreement* in whole or in part without written consent of the other party. If either party attempts to make such an assignment without consent, that party shall nevertheless remain legally responsible for all obligations under the *Contract Agreement*.

**113. Definitions:** The following definitions of terms used in the Contract Documents are as follows:

- A. **Acceptance:** The District's acceptance of the completed work from the Contractor when all work appears to be completed in a satisfactory manner and in accordance with the Contract Documents. Acceptance is confirmed by the final payment of all retainage less any amounts owed to the District, the Architect and any regulatory authority. Acceptance does not relieve the Contractor of responsibilities for conditions that survive final completion of the project.
- B. **Allowance:** An amount specified by the District in the Contract Documents for a specified product purchase or work to be completed by the Contractor or a subcontractor. An allowance is a reimbursement, dollar for dollar, of actual costs incurred for the product purchase or performance of the work specified.
- C. **Applicable Laws:** Any local, federal or South Carolina laws, statutes, ordinances, rules, regulations, administrative guidelines, codes, or other lawful orders that may apply to or regulate the work or the performance of the work, whether or not reference is specifically made to such laws, statutes, ordinances, rules, regulations, administrative guidelines, or other lawful orders in the Contract Documents. Also includes applicable construction standards.
- D. **Architect:** Any individual or entity legally qualified to practice architecture in South Carolina with whom the District has a contractual agreement to provide architecture or other services pertaining to construction that members of this profession or those in their employ may justifiably perform. The Architect serves as the District's authorized representative to the extent of the contractual agreement between the Architect and the District. Any reference to Architect also includes any representatives, agents or employees of the Architect.
- E. **Claim:** A demand or assertion by one of the parties to the contract or by a third party seeking, as a matter of right, an adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents, the work being performed, or actual damages sustained. Any claim shall be in conformance to the requirements of the District's Procurement Code.
- F. **Construction Change Directive (CCD):** A directive issued by the District which shall have the same force and effect as a *Change Order* on the Contractor's performance and in effecting the change to the *Contract Agreement*.
- G. **Contractor:** The individual or entity with whom the District has executed a *Contract Agreement* for the work to be performed and who is licensed to conduct construction activities in the State of South Carolina. Any reference to Contractor also includes any representatives, agents or employees of the Contractor or any other entity enjoined to the Contractor.
- H. **Complaint:** A verbal or written request to the District's Project Manager by the Contractor or a third party seeking a) redress of any condition existing that may impede progress of the work, b) relief from an untenable situation arising during the performance of the work through no fault of the complainant, c) interpretation of any condition of the Contract Documents, d) removal of restrictions or requirements not in accordance with the Contract Documents, or e) additional compensation for changes in work.
- I. **Day:** Shall mean a calendar day unless otherwise specifically designated as business or work day. In computing any period of time, the day of the event from which the designated period of time begins to run is not included. If the final day of the designated period falls on a Saturday, Sunday or a legal holiday for the District, then the period shall run to the end of the next calendar day.
- J. **Drawings:** Graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the work to be performed. Such drawings constitute an integral portion of the Contract Documents.



- K. **Emergency:** A sudden, unexpected occurrence or set of circumstances demanding immediate action to ensure the health and safety of any building occupants or to prevent further damage to the work or property of the District and others, which may include, but not be limited to, fire, security risk, impending structural collapse, fire alarm or security alarm malfunction, loss of utilities. Action taken by the Contractor during an emergency shall be limited to such action necessary to ensure the safety of the building's occupants and to mitigate, contain and/or prevent further damage to the work in process, the District's property or the property of others.
- L. **Latent Defect:** A latent defect in materials, equipment or processes is not reasonably detected through careful observation or inspection.
- M. **May:** The word "may" or other such words or phrases indicate a recommendation that is adhered to by the Contractor, Architect or District at his/her choice.
- N. **Minority Status:** Means the qualification of a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women, which may or may not be State of South Carolina certification.
- O. **Project:** The total scope of work to be performed whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed," the "work in process," or other such terms.)
- P. **Regulatory Authority:** Any agency of the federal government or the State of South Carolina which has jurisdiction over the District, its procurement of design and construction services, or the work being performed under contract.
- Q. **Shall:** The word "shall" or "must" or other such words or phrases indicate a mandate that must be adhered to by the Contractor, Architect or District.
- R. **Shop Drawings:** Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed.
- S. **Specifications:** A written description of the physical, functional, or performance characteristics, or the nature of the materials, equipment, processes, construction, or

- work to be performed. It includes, as appropriate, construction standards, technical data, workmanship, inspection and testing requirements.
- T. **Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work.
- U. **Substantial Completion:** The date or conclusion of consecutive days established in the Contract Documents for sufficient completion of the work such that the District may occupy and utilize the project for its intended use. The health and safety systems shall be inspected and approved for occupancy by OSF and all other system functionality and work shall be completed as stipulated in the Contract Documents. The determination as to whether the Contractor has reached substantial completion of the work by the date established, as may be amended, is solely the District's.
- V. **Supplier:** Any individual, business, manufacturer, fabricator, vendor or other entity that supplies materials, equipment, or items fabricated to a special design needed for the work to be performed but who does not perform any direct labor. Any reference to supplier also includes any representatives, agents or employees of the supplier or any other entity enjoined to the supplier.
- W. **Surety:** An individual or entity who promises, in writing, to make good the debt or default of a Contractor or other entity.

**114. 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 state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**115. Ownership of Data & Materials:** All data, material and documentation either prepared for HCS pursuant to this contract shall belong exclusively to HCS.

**IN WITNESS THEREOF:**

This agreement is entered into as of the day and year first written above.

CONTRACTOR	THE DISTRICT
<b>Name &amp; Title of Authorized Signatory:</b>	<b>Name &amp; Title of Authorized Signatory:</b> John K. Gardner, Chief Financial Officer, Fiscal Services
Date:	Date:
Signature:	Signature:

- Attachments:
- Exhibit A: Scope of Work
  - Exhibit B: Contract Documents List
  - Exhibit C: Schedule of Values
  - Exhibit D: Project Schedule
  - Exhibit E: Change Order Procedures
  - Exhibit F: Payment Procedures
  - Exhibit G: Certificate of Insurance

# SCOPE OF WORK (Exhibit A)



PROJECT NUMBER:	PROJECT NAME:
-----------------	---------------

The following information and terms and conditions are provided specific to the project identified in this contract:

**DISTRICT PROJECT MANAGER:** Name: \_\_\_\_\_  
Telephone: 843-488-\_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: @horrycountyschools.net Mobile: \_\_\_\_\_

**OTHER PROJECT REPRESENTATIVE(S):** Name: \_\_\_\_\_  
Telephone: 843-488-\_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: @horrycountyschools.net Mobile: \_\_\_\_\_

**DISTRICT PROCUREMENT OFFICER:** Robin Strickland, CPPB, at [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net) or 843-488-6893

**CONTRACTOR'S PRINCIPAL/OWNER:** Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_ Mobile: \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:** Name: \_\_\_\_\_  
(if required) Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_ Mobile: \_\_\_\_\_

**CONTRACTOR'S WORKSITE SUPERINTENDENT:** Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_ Mobile: \_\_\_\_\_

**CONTRACTOR'S SECONDARY WORKSITE SUPERINTENDENT:** Name: \_\_\_\_\_  
(if required) Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_ Mobile: \_\_\_\_\_

**APPROVAL OF CONTRACTOR USE OF DISTRICT FACILITIES (as checked):**  Water  Electrical Power  Restroom Facilities  Vending Machines  Debris and Recycle Containers  
 Other: \_\_\_\_\_  No use of District facilities allowed.

**LIQUIDATED DAMAGES:** \$ 500.00 per day

**RETAINAGE TO BE WITHHELD:**  3.5% from every payment until final completion of the work in accordance with the contract documents  
 None

**CONSTRUCTION WORKSITE MEETINGS HELD:**  Weekly  Every Two Weeks  Twice Monthly  Once Monthly

**SOURCE OF PROJECT FUNDS:**  Federal Source  Other Sources (non-Federal)

**CONTRACTOR WARRANTY TERMS:**  60 days  90 days  180 days  365 days (1 year)  730 days (2 years)

The Contractor shall provide, at the time the *Contract Agreement* is executed by the Contractor and returned to the District, the following checked items:

- A copy of business licenses valid in the jurisdiction where the construction work will be performed for the Contractor.
- A copy of contractor licenses issued by the South Carolina Licensing and Regulation Board for the Contractor and each subcontractor.
- A valid, original Certificate of Insurance.
- SLED checks maintained in the Contractor's file on all Contractor and subcontractor employees, agents and representatives who will access the worksite during performance of the construction work or other services. (Do not submit to the District until requested.)
- Certification of Approved Installer (on manufacturer's, fabricator's or supplier's letterhead) for
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

**PERMITS, INSPECTIONS, APPROVALS OF REGULATORY AUTHORITY AND ASSIGNED RESPONSIBILITY:**

As may be required for proper asbestos identification and remediation.

**DETAILED DESCRIPTION OF WORK TO BE PERFORMED:** See Attached

**CONSTRUCTION SCHEDULE:**

**SCOPE OF WORK:**

The Contractor and District agree to the Scope of Work and other terms identified herein as an integral part of the *Contract Agreement*.

End of Exhibit A

**CONTRACT DOCUMENT LIST (Exhibit B)**



PROJECT NUMBER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

The following documents listed below constitute an integral portion of the contract documents for the work to be performed.

DRAWINGS LISTING DRAWINGS PREPARED BY: \_\_\_\_\_

SHEET NO.	TITLE	DATE	IDENTIFICATION

SPECIFICATIONS LISTING SPECIFICATIONS PREPARED BY: \_\_\_\_\_

SECTION NO.	TITLE	DATE	IDENTIFICATION	PAGES

ADDENDA LISTING ADDENDA PREPARED BY: n/a

ADDENDUM NO.	TITLE	DATE	IDENTIFICATION	PAGES

End of Exhibit B

# SCHEDULE OF VALUES (Exhibit C)



PROJECT NUMBER:	PROJECT NAME:
-----------------	---------------

The *Schedule of Values* for the Contract Agreement allocating the entire contract sum to various portions of the work is indicated below. The Contractor shall use the schedule of values sheet (page two of the payment request form) to prepare the initial *Schedule of Values* for District approval. Once approved by the District, this schedule shall be used as a basis for reviewing Contractor pay requests and the work in progress. Each subcontract shall be listed on one or more lines of the schedule for the phases of work to be performed or materials required. The "general conditions" portion (fee, overhead, supervision, management, etc) of the schedule shall be listed separately and not distributed within other scheduled values. Allowances shall be listed as separate line items. Bonding premium shall be listed as a separate line item. Each approved Change Order shall be listed separately and itemized by the District. The Schedule of Values shall be in sufficient detail to be acceptable to the District.

End of Exhibit C

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# PROJECT SCHEDULE (Exhibit D)



PROJECT NUMBER:	PROJECT NAME:
-----------------	---------------

The following project schedule is incorporated into the *Contract Agreement*:

**PROJECT COMMENCEMENT DATE:**

The Contractor shall not prematurely commence activities prior to the a) commencement date established above, b) receipt by the District of a valid, original *Certificate Of Insurance* (Exhibit G) issued by the Contractor's insurance provider/agent, or c) securing SLED background checks on all Contractor and subcontractor worksite personnel, whichever is later. The established date for completion of the work shall not change should these conditions not be completed by the project commencement date.

**CONSECUTIVE NUMBER OF CALENDAR DAYS FOR SUBSTANTIAL COMPLETION OF THE WORK:**

**PROJECT SUBSTANTIAL COMPLETION DATE:**

The consecutive number of calendar days for completion of the work and the project completion date established cannot be changed except by an executed *Change Order*.

**FINAL COMPLETION PERIOD:**     10 days     15 days     20 days     30 days

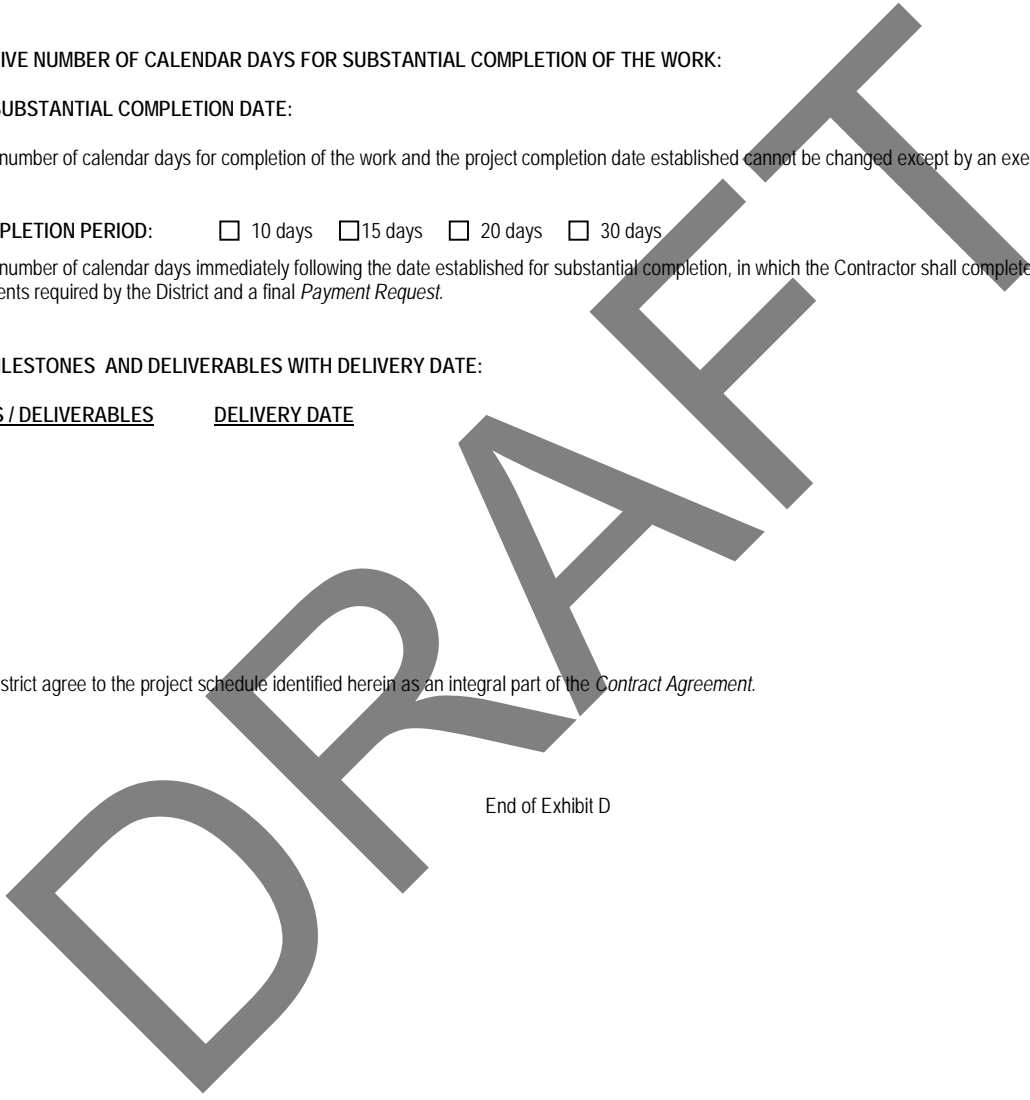
The consecutive number of calendar days immediately following the date established for substantial completion, in which the Contractor shall complete any punch list items and submit all final documents required by the District and a final *Payment Request*.

**DESCRIPTION OF MILESTONES AND DELIVERABLES WITH DELIVERY DATE:**

MILESTONES / DELIVERABLES      DELIVERY DATE

The Contractor and District agree to the project schedule identified herein as an integral part of the *Contract Agreement*.

End of Exhibit D



# CHANGE ORDER PROCEDURES (Exhibit E)



PROJECT NUMBER:

PROJECT NAME:

Following are the requirements for *Change Order* procedures:

**Changes Required in the Work:** All difficulties inherent in construction work cannot be foreseen during design and solicitation of a project; therefore, the District reserves the right to make changes in the work without invalidating the *Contract Agreement*. The *Contract Agreement* shall not be substantially amended or varied nor shall a change in contract price or contract time be effected without execution of a *Change Order*. In the absence of total agreement between the Contractor and the District on the terms of any *Change Order*, the District has the right to issue a *Construction Change Directive (CCD)* as a directive which shall have the same force and effect as a *Change Order* on the Contractor's performance and in effecting the change to the *Contract Agreement*. Any changes authorized shall be performed under applicable provisions of the *Contract Agreement*, and the Contractor shall proceed promptly to execute the work as described. If the Contractor defaults or neglects to execute a change in the work, the District shall have all remedies stated in the contract documents and afforded by the District's Procurement Code and the law, including notification to the Surety.

**Change Order Cost Adjustments:** When the District determines a change to the work is necessary, a request for pricing will be submitted to the Contractor. The Contractor shall reply promptly with an itemized cost to complete such work using the *Contract Change Pricing* form herein. The District shall have the right to make any changes to the pricing deemed appropriate and in accordance with prevailing industry rates and other requirements of the contract documents. Any adjustment to the contract price shall approximate the actual, un-inflated costs to the Contractor or subcontractor with all costs justifiable with prevailing standards including reasonable overhead and profit and shall be based on:

- A. A total sum properly itemized and supported by sufficient substantiating data to permit evaluation, adjustment, and approval by the District.
- B. Unit or incremental pricing stated in the original quote as negotiated and agreed upon between the District and the Contractor.
- C. Any allowances for Contractor's purchase of materials, equipment or processes or for other specified work as established in the contract documents or otherwise required by the District through a properly executed *Change Order* for which the Contractor shall supply invoices of actual costs for reimbursement by the District.

If the Contractor does not respond promptly with an itemized estimate of the change in contract price or contract time when notified by the District of the change in work, the method and amount of the adjustment shall be determined by the District on the basis of reasonable costs or savings attributable to the change in work. If the Contractor does not agree with the change in contract price or contract time stated in the issued directive and cannot resolve the disagreement through the informal complaints process with the District's Construction Manager, the Contractor may pursue the steps for a contract controversy as outlined in the District's Procurement Code. Disagreement with any change in contract price or the initiation by the Contractor of the complaint or contract controversy claims process shall not give rise to a right on the part of the Contractor or any subcontractor to delay or postpone the work described in the *Change Order* (or directive).

**Change Order Allowable Pricing:** For any change in contract price, the Contractor shall provide, itemize, and justify with appropriate supporting data, direct costs attributable to the change. Direct costs attributable to the change in work shall be limited to the following:

- A. Costs of materials, equipment and processes to be incorporated into the work including costs of shipping, handling, fabricating, sales tax (8% required in Horry County and 9% within certain incorporated parts of the City of Myrtle Beach as of August 1, 2009), or other such costs inherent in the provision and delivery of such materials, equipment and processes by the supplier or manufacturer.
- B. Costs of direct labor based on actual hourly labor rates multiplied by the actual work hours required to accomplish the change in work when such change in work results in additional contract time or labor. No Contractor or subcontractor shall ask for direct labor costs, when work required can be accomplished with the existing work force, in conjunction with other concurrent work, and during the current approved contract time. The hourly labor rate for any additional contract time or laborers shall be actual hourly rates not to exceed thirty dollars (\$30) per hour unless documented proof of payment of a higher hourly rate for a specific skilled laborer is approved by the District prior to *Change Order* execution.
- C. Costs of fringe benefits for additional direct labor, including social security, unemployment or other taxes, health and workers' compensation insurances, or other benefits required by agreement, custom or applicable laws. Such fringe benefit rate shall not exceed twenty-eight percent (28%) and the District has the right to request itemized documentation proving the fringe benefit rate used.
- D. Costs of machinery or equipment rented or leased in the short term specifically for completion of the additional work to be performed. Such equipment rented/leased shall not customarily be owned by the Contractor or any subcontractor affected by the change but shall be necessary to the accomplishment of the work required. Copies of invoices for such rental shall be provided to document the cost of rental or lease of machinery or equipment. The District shall not pay for use of Contractor- or subcontractor-owned equipment or machinery, which costs are included in the overhead computation.
- E. Costs of permits or inspection fees directly attributable to the change in work and not included as part of the Contractor's requirements nor attributable to the Contractor's non-performance or non-conformance to the *Contract Agreement*.
- F. Other such direct costs directly attributable to the work and approved by the District.
- G. Any additional cost resulting from an amendment to performance and payment bonds but in no event more than one percent (1%) after application of overhead and profit provided for elsewhere. The Contractor shall be responsible for notifying the Surety of any changes in the contract price, if required by the Surety.

Costs itemized shall not exceed the unit costs as listed in the most current issue of Means Construction Cost Data or actual costs justified to the satisfaction of the District.

**Unallowable Costs:** Any costs which may be perceived by the Contractor to be indirectly attributable to a change in work shall not be included in direct costs but shall be considered part of the overhead and profit rate applied to direct costs. Such costs not to be included in direct costs shall be, by way of illustration and not limitation:

- A. Labor hours and fringe benefit costs of the worksite superintendent(s) when such costs were included, or should have been included, in the original bid submitted or result from the Contractor's inability to meet the approved schedule or required completion date. The Contractor must prove, to the satisfaction of the District, such additional costs are directly attributable to any extension of time beyond the last approved completion date. An increase in contract price for additional site supervision shall be at the District's sole discretion.
- B. Perceived additional costs attributable to the Project Manager or supervision and coordination of subcontractors, suppliers or Contractor employees.
- C. Costs related to use, rental, purchase or replacement of equipment generally or customarily necessary to accomplish the work but not to be incorporated into the work such as, by way of illustration and not limitation, hand tools, generators, cleaning equipment, scaffolding, signage, fencing, vehicles, fuel, and so forth.
- D. Transportation or travel costs related to the transporting of hired or contracted supervisors, workers or subcontractors to and from the worksite or between worksites or to pick-up and deliver materials, equipment and processes to the worksite by the Contractor's or subcontractor's own forces including parking, tolls, fines, meals, per diem, hotel, living expenses, or other such costs.
- E. Costs attributable to expediting delivery of materials, equipment or processes including telephone calls, facsimile transmissions, copying, employee labor and benefits, and so forth.
- F. Costs attributable to maintaining a local office, home office or corporate office as well as office staffing, equipment and consumables, and so forth.
- G. Costs for maintaining on-site facilities, including work trailers, telephones, computers, licenses, temporary utilities, and so forth.
- H. Contracted services such as accountants, payroll service providers, attorneys, catering and so forth.
- I. Catering or vending services, portable toilets, dumpsters, and so forth.
- J. Other such indirect costs of doing business or costs normally considered inclusive in overhead.

**Allowable Overhead and Profit Charges:** Additional overhead and profit attributable to the change in contract pricing shall not exceed the following:

- A. For work performed by the Contractor's own forces, a maximum of ten percent (10%) of the allowable direct costs or the unit pricing negotiated at the time of award.
- B. For work performed by a subcontractor's own forces, a maximum of ten percent (10%) of the allowable direct costs.
- C. For work performed by a subcontractor, overhead and profit of a maximum of five percent (5%) is allowable by the Contractor for administration of the sub-contract.

End of Exhibit E (Except for Forms Provided)



Classification of Laborer	No. Hours	Rate of Pay	Extended Cost
<b>SUBTOTAL LABOR COSTS:</b>			
Labor Burden (FICA, insurances, Workers Comp., etc.) (Maximum 28%):			
<b>(D.) TOTAL ALL LABOR COSTS:</b>			

**(A. + B. + C. + D. = E.) TOTAL ALL DIRECT COSTS (Sub-contractor or Contractor):**

(FOR SUBCONTRACTORS ONLY)	
<b>(F.) SUBCONTRACTOR OVERHEAD &amp; PROFIT ON TOTAL DIRECT COSTS (Maximum 10%):</b>	<input style="width: 100%;" type="text"/>
<b>(E. + F. = G.) TOTAL SUBCONTRACTOR DIRECT COSTS, OVERHEAD &amp; PROFIT:</b>	<input style="width: 100%;" type="text"/>
<b>(H.) APPLICATION OF SUBCONTRACTOR BOND PREMIUM (If bond required by Contractor.) (Maximum 1%):</b>	<input style="width: 100%;" type="text"/>
<b>(G. + H. = I.) GRAND TOTAL SUBCONTRACTOR COSTS:</b>	<input style="border: 3px double black; width: 100%;" type="text"/>

(FOR GENERAL CONTRACTOR ONLY)	
List all Subcontractors performing a portion of the change for which itemized costs are provided:	Cost (Total I. for Each)
1.	<input style="width: 100%;" type="text"/>
2.	<input style="width: 100%;" type="text"/>
3.	<input style="width: 100%;" type="text"/>
<b>(J.) TOTAL PROJECT COSTS FOR ALL SUBCONTRACTORS:</b>	<input style="width: 100%;" type="text"/>
<b>(K.) OVERHEAD &amp; PROFIT ON SUBCONTRACTED WORK (Maximum 5% of J.):</b>	<input style="width: 100%;" type="text"/>
<b>(L.) OVERHEAD &amp; PROFIT ON DIRECT COSTS OF CONTRACTOR PERFORMED WORK (Maximum 10% of E.):</b>	<input style="width: 100%;" type="text"/>
<b>(E. for Contractor work only + J. + K. + L. = M.) TOTAL CONTRACTOR DIRECT COSTS, OVERHEAD &amp; PROFIT:</b>	<input style="width: 100%;" type="text"/>
<b>(N.) APPLICATION OF CONTRACTOR BOND PREMIUM (Maximum 1% of M.):</b>	<input style="width: 100%;" type="text"/>
<b>(M.+N.) GRAND TOTAL ALL PROJECT COSTS:</b>	<input style="border: 3px double black; width: 100%;" type="text"/>



# CHANGE ORDER



PROJECT NUMBER (if any):	EFFECTIVE DATE:
PROJECT NAME:	
CONTRACTOR NAME:	CHANGE ORDER NO:

<b><u>DETAILED DESCRIPTION OF CHANGE TO THE PROJECT OR TO THE TERMS, CONDITIONS, SPECIFICATIONS OR DRAWINGS:</u></b>	
<p><b><u>CHANGE IN CONTRACT PRICE:</u></b></p> <p>Total original contract price: <span style="float: right;">\$ _____</span></p> <p>Cumulative change in contract price, excluding this change order: [increase / (decrease)] <span style="float: right;">\$ _____</span></p> <p>Revised total contract price, prior to this change order: <span style="float: right;">\$ _____</span></p> <p>Total change in contract price for this change order: [increase / (decrease)] <span style="float: right;">\$ _____</span></p> <p><b>Total revised contract price including this change order:</b> <span style="float: right; border: 1px solid black; padding: 2px;">\$ _____</span></p> <p>Total current number of days for substantial completion: _____</p> <p>Total change in number of days for substantial completion for this change order: [increase / (decrease)] _____</p> <p><b>Total revised number of days for substantial completion including this change order:</b> _____</p>	

The above changes as defined and agreed to by the Contractor and the District shall become, upon execution, an integral part of the *Contract Agreement* for the project identified herein and the Contractor shall proceed promptly with the change in work/services identified herein. In the absence of total agreement, this Change Order shall constitute a directive, upon signature and transmission to the Contractor, and the Contractor shall proceed promptly with the change in work/services.

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# PAYMENT PROCEDURES (Exhibit F)



PROJECT NUMBER:	PROJECT NAME:
-----------------	---------------

### Payment Requests:

An itemized payment request shall be submitted to the District by the 25<sup>th</sup> day of each month that payment is being requested and at completion of the project, using the form provided by the District. The payment request shall not include a) any work anticipated to be completed but not completed by the end of each month being requested; b) any materials not incorporated into the work to be performed except those properly stored as stated in the *Contract Agreement*; c) any damaged, used, inferior or substituted materials not meeting the requirements and standards of the contract; nor d) any amounts the Contractor does not intend to pay to any subcontractor or supplier, where performance or material quality is in question or any other dispute is pending.

If, upon review of the payment request and based upon the best determination of the District, the amount requested does not accurately represent, in the District's opinion, the progress of the completed work to be performed in the Scope of Work (Exhibit A), the District shall have the right to adjust the payment request to more accurately reflect the percentage of completed work/services. The District shall approve and authorize payment to the Contractor no more often than once monthly. For projects less than forty-five (45) days in duration, payment shall be made once upon completion of the work and clean-up of the worksite.

Payment by the District of undisputed amounts shall be made by the 15<sup>th</sup> day of the following month if request is received by Contractor by the 25<sup>th</sup> of the month. If payment request is not received by the 25<sup>th</sup>, the payment will be made within thirty (30) days from the date the District receives the payment request.

### Payment Withholding:

The District may decide not to approve or process the Contractor's payment request or, because of subsequently discovered evidence or observations, may nullify the payment request, in whole or in part, to such extent as may be necessary to protect the District from loss. The District shall notify the Contractor the reason for non-payment. The payment request in dispute or amount withheld shall remain unpaid, without interest accrual, until such time as the Contractor and the District resolve the dispute or the conditions resulting in non-payment.

### Payment at Project Completion:

When the Contractor considers all work in the Scope of Work (Exhibit A) completed, the Contractor shall submit a final payment request along with all final documents required by the District. The District shall inspect the work and, if the District agrees that all work is complete and appears to be in conformance with the contract documents, the District shall process the final payment, less any amounts the Contractor may owe to the District, the Engineer or regulatory authority.

### Payment at Termination:

When termination is predicated upon cause, the Contractor shall not be entitled to further payment until all other obligations related to completion of the work by the District are fulfilled and it is determined by the District a balance of the contract price is remaining and the Contractor is entitled to such payment for performance of work in accordance with the contract documents prior to termination. If costs to finish the work exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid the District, shall survive termination of the *Contract Agreement* as addressed below.

### Recovery of Sums Owed:

Whenever any sum of money is recoverable from or payable by the Contractor to the District, the Engineer or any regulatory authority, the amount may be deducted from any payment to the Contractor under this contract or any other contract between the Contractor and the District at the time. Should the amount owed/recoverable be greater than the amounts yet payable to the Contractor, the Contractor shall reimburse the District for all remaining amounts. **The District shall have the right to declare any business entity operated by the Contractor as non-responsible from any future contract awards until all amounts due to the District are paid in full.**

The Contractor and District agree to the payment request procedures identified herein as an integral part of the *Contract Agreement*.

End of Exhibit F (Except for Form Provided)

**APPLICATION FOR PAYMENT**

**TO:** Horry County Schools  
1160 E HWY 501  
CONWAY, SC 29526

**PROJECT:** \_\_\_\_\_

**APPLICATION DATE:** \_\_\_\_\_

**PERIOD TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**PROJECT NO:** \_\_\_\_\_

**APPLICATION FOR PAYMENT-SUMMARY**

Application is made for payment, as shown below, in connection with the contract.

1. ORIGINAL CONTRACT AMOUNT: .....	
2. NET CHANGES TO CONTRACT: .....	
3. TOTAL CONTRACT AMOUNT (Line 1 +2): .....	\$ -
4. TOTAL COMPLETED AND STORED TO DATE: .....	
(Column G on Schedule)	
5. RETAINAGE:	
a. _____ % of Completed Work	
(Columns D + E on Schedule)	
b. _____ % of Stored Material	
(Column F on Schedule)	
Total Retainage: (Line I on Schedule)	\$ -
6. TOTAL COMPLETED AND LESS RETAINAGE: .....	\$ -
(Line 4 less Line 5 total)	
7. LESS PREVIOUS APPLICATIONS: .....	
8. CURRENT PAYMENT DUE: .....	\$ -
9. BALANCE TO FINISH INCLUDING RETAINAGE: .....	\$ -
(Line 3 less Line 6)	

EXTRA WORK SUMMARY	ADDITIONS	DEDUCTIONS
Changes From Previous Applications:		
Changes From This Application:		
Total:	0	0
Net Changes:		

I, the undersigned, certify that to the best of my knowledge, information and belief ALL WORK covered by this request for payment has been completed in accordance with any applicable contract documents or District standards and that the payment requested herein is now due and payable. I further certify that I am authorized by the Company stated below to make sure certifications and request the payment herein on behalf of said Company in lieu of the authorized person so indicated.

**ARCHITECT/GC:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

The above personally appeared before me, the undersigned notary public and provided satisfactory evidence of identification.

Notary Public: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

ACCEPTED/APPROVED BY: Horry County Schools

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

This approved application is not negotiable. The amount approved for payment is payable only to the Architect/GC named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or the Architect/GC under any applicable contract agreement.

# CONTINUATION SHEET

## SCHEDULE OF VALUES

INVOICE NO: 1

PERIOD NO: \_\_\_\_\_  
 (Thru end of the month)

PROJECT NO: \_\_\_\_\_

A ITEM NO:	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1						\$ -		\$ -	
2						\$ -		\$ -	
3						\$ -		\$ -	
4						\$ -		\$ -	
5						\$ -		\$ -	
6						\$ -		\$ -	
7						\$ -		\$ -	
8						\$ -		\$ -	
9						\$ -		\$ -	
10						\$ -		\$ -	
11						\$ -		\$ -	
12						\$ -		\$ -	
13						\$ -		\$ -	
14						\$ -		\$ -	
15						\$ -		\$ -	
16						\$ -		\$ -	
17						\$ -		\$ -	
18						\$ -		\$ -	
<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -

A-Line Item number

B-Brief Item Description

C-Total Value of Item

D-Total of D and E from Previous Application(s) (if any)

E-Total Work Completed for this Application

F-Materials Purchased and Stored for Project

G-Total of All Work Completed and Materials Stored for Project

H-Remaining Balance of Amount to Finish

I-Amount Withheld form G

# CERTIFICATE OF INSURANCE (Exhibit G)



<b>PRODUCING AGENT:</b> (Name and Business Address)  Contact Person: _____ Phone: _____ Best Policy Holder Rating: <input type="checkbox"/> A+ <input type="checkbox"/> A <input type="checkbox"/> A- <input type="checkbox"/> B+ <input type="checkbox"/> B Financial Strength Rating: <input type="checkbox"/> Class III <input type="checkbox"/> Class IV <input type="checkbox"/> Class V	<b>CONTRACTOR (INSURED):</b> (Name and Business Address)  Contact Person: _____ Phone: _____
<b>ADDITIONAL INSURED (CERTIFICATE HOLDER):</b> Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, SC 29528-6005 Contact Person: _____ Phone: _____	<b>PROJECT / BID NUMBER:</b> _____  <b>PROJECT NAME:</b> _____

Type of Insurance	Policy No.	Policy Inception & Expiration Dates (MM/DD/YY)	Deductible Amt.	Insurance Company Providing Coverage
<b>Commercial General Liab.</b>				
Limits:	Single Limit (per occurrence)	\$ _____	Products & Completed Operations	\$ _____
	General Aggregate	\$ _____	Personal & Advertising Injury	\$ _____
	Premises Operations	\$ _____	Contractual	\$ _____
	Independent Contractor's Protection	\$ _____	Owned /Non-owned Vehicles	\$ _____
	Broad Form Property Damage	\$ _____	Medical Expense	\$ _____
<b>Commercial Auto Liability</b>				
Limits:	Bodily Injury (per occurrence)	\$ _____	Property Damage (per occurrence)	\$ _____
<b>Worker's Compensation &amp; Employer's Liability</b>				
Limits:	Worker's Compensation	Statutory Limit	Disease (each employee)	\$ _____
	Each Accident	\$ _____	Disease (aggregate)	\$ _____
<b>Other: (specify)</b>				
Limits:		\$ _____		\$ _____
(specify)		\$ _____		\$ _____

Such insurance as is herein certified (a) applies to all insurance issues in connection with the work/services required by Horry County Schools forming the *Contract Agreement*, (b) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals or rules and rates in effect, (c) has been issued on behalf of the insured Contractor named above, and (d) shall apply in total to the above named project. The District and its contracted Engineer (if any) shall be included as additional insured as its interests may appear. Each policy shall be endorsed to provide that the policy shall not be cancelled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after the District has received written notice thereof as evidenced by proof of mailing notice to: Procurement Coordinator, Horry County Schools, P.O. Box 260005, Conway, SC 29528-6005.

By signature below, I, the agent, certify that I have been fully informed of the insurance requirements of the Contractor's contract with the District and such insurance as named herein is in force as of the date of this certificate.

**Name & Title of Authorized Representative:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Date Certificate Prepared & Signed:** \_\_\_\_\_