



CONTRACT

This agreement is entered into by and between "Fairfield County School District", Winnsboro, South Carolina, and "(Contractor)" according to the laws of the State of South Carolina.

In consideration of the covenants and conditions set forth within, the parties mutually agree as follows:

1. Scope of Contract: Contractor shall provide all work and services required by the bid documents: Work shall be performed as required in the specifications and conditions of the bid documents which is attached.

2. Term of Contract: Beginning _____ .

3. Insurance: At all times while this Contract is in effect, Contractor shall obtain and maintain such policies of general and professional liability insurance as necessary to insure it and its employees against claims for damages arising by reason of personal injury or death occasioned by its activities in connection with and as required by this Contract. A copy of Contractor's insurance policy will be provided to the District.

4. Indemnification: The District shall be held harmless against any action, including but not limited to any claim, injury, damage, loss, expense (including attorney's fees), demand, or judgment asserted against or incurred arising out of any negligent, reckless, willful or criminal act on the part of the Contractor, its agents, representatives, or employees in performing this Contract.

5. Modification/Change Orders: Any change orders, amendments or modifications shall not be effective unless produced to writing, signed by the District and Contractor, and executed with the same formality as this Contract.

6. Termination: This Contract may be terminated by either party in the event of a material breach of this agreement, including but not limited to, cause, default or negligence. Termination costs, if any, shall not apply.

7. Force Major: Neither party shall be held liable for any problems arising out of conditions beyond its reasonable control, including acts of God or the public enemy, fire, earthquake, flood, storm, epidemics, or quarantine restrictions.

8. Breach/Waiver: No breach or waiver of any term or provision of this Contract shall constitute a waiver of any other term or provision of this Contract, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party agreeing to the waiver.

9. Severability: In the event any term or provision contained in this Contract shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforcement of any other term or provision in this Contract.

10. Assignment: This Contract may not be assigned to any other person or entity without the express written consent of the other party. Any attempted assignment without the other party's express written consent shall be void and of no force and effect.

11. Cost: In accordance with Contractor's response (s). \$ _____
for _____

(Portion of Project)

12. Merger: This Contract constitutes the final and complete agreement between the District and Contractor with respect to this transaction.

13. Applicable Law: This Agreement and all transactions executed hereunder shall be governed exclusively by and construed in accordance with the laws of the state of South Carolina.

14. Solicitation Type/Source: In this contract work will be performed as required in the specifications and terms and conditions of the bid documents.

Fairfield County School District and "Contractor" have signed and executed this Contract on this _____ day of _____, 2023

Fairfield County School District

Contractor: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

FAIRFIELD COUNTY SCHOOL DISTRICT DOES NOT DISCRIMINATE BASED ON RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, AGE, DISABILITY OR CITIZENSHIP STATUS.



BID FORM

BID OF: _____
(Contractor)

BID TO: Fairfield County School District
P.O. Box 622
1226 US Highway 321 By-Pass South
Winnsboro, South Carolina 29180

**PROJECT NAME: FAIRFIELD MIDDLE SCHOOL, COURT YARDS,
STOREFRONT WINDOWS & DOORS INSTALLATION IFB 2223-10**

BID AGREEMENT:

The undersigned, having examined all the Bid Documents and acknowledging all Addendum(s) as follows: ADDENDUM(s) # _____

Shall execute the entire work in the Bid Documents for the lump sum of:

\$ _____

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

The DATE OF COMMENCEMENT shall be established in the "Notice to Proceed" or the contract date, whichever comes first. The Contractor shall not incur any expense chargeable to this Project until a "Notice to Proceed" has been issued or the contract has been executed.

Onsite work shall begin as soon as possible and the contractor shall complete the project, including turn over to Owner, no later than agreed upon.

VOLUNTARY ALTERNATE(S) TO THE BASE BID:

The undersigned proposes the following prices for ALTERNATE(S) TO THE BASE BID. Any of the ALTERNATES accepted, shall be incorporated into the Contract.

(An ALTERNATE shall be bid by indicating either a dollar amount or the words "No Change" or "zero". Indicate whether the amount of the ALTERNATE is an "ADD TO" or "DEDUCT FROM" the amount of the Base Bid. The Bid may be determined non-responsive for failure of the Bidder to indicate the appropriate "ADD TO" or "DEDUCT FROM" for each ALTERNATE, unless the adjustment is obvious to the District.)

ALTERNATE #1 – Brief Description: _____
(ADD TO) or (DEDUCT FROM) Base Bid: _____

ALTERNATE #2 – Brief Description: _____ (ADD TO) or
(DEDUCT FROM) Base Bid: _____



BID HOLDING TIME AND ACCEPTANCE:

The undersigned agrees that this Bid may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of Sixty (60) Days following the Bid Date unless otherwise indicated in the "Instructions to Bidders".

QUESTIONNAIRE FOR CONTRACTORS:

Pursuant to Section 11-35-1810 of the South Carolina Consolidated Procurement code and Regulations, as amended, the undersigned agrees to complete the SE-350, "QUESTIONNAIRE FOR CONTRACTORS". The questionnaire will be requested only when the Agency needs to be satisfied that the prospective contractor is responsible. The questionnaire shall be completed fully and returned to the Agency within SEVEN (7) DAYS from date of receipt by the Contractor by certified mail. The completed form SE-350 must be received by the District no later than the close of business on the seventh day. Failure to supply information with respect to responsibility may be grounds for a determination of non-responsibility with respect to said Contractor.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the Contractor listed below will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws by complying with the requirements set forth in Title 44, Chapter 107.

FEDERAL IDENTIFICATION NUMBER: _____

(Type or Print)

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS:

(Classification) (Sub-classification) (Limitations)

(SC Contractor's License Number)

AUTHORIZATION:

(Type or Print Name of Contractor)

(Type or Print Address)

(Type or Print City and State)

(Type or Print Phone Number)

(Type or Print Name)

(Signature)

(Date)



SCOPE

The project includes **FAIRFIELD MIDDLE SCHOOL, COURT YARDS, STOREFRONT WINDOWS & DOORS INSTALLATION IFB 2223-10.**

The bid is for a lump sum turnkey installation at the facilities and the Contractor may submit with the bid a listing of exactly what items are included otherwise extras for omitted items will not be allowed. Material removed shall become the property of the Contractor and shall be properly disposed of.

Materials and equipment shall be new and installed in accordance with the manufacturer's written instructions.

Installers shall be experienced, regularly engaged in the work to be performed.

Store and handle materials in accordance with the manufacturer's instructions.

Contractor shall examine work area to verify that measurements, substrates, supports, and environmental conditions are in accordance with manufacturer's requirements to allow installation. Install materials rigid, straight, level, and plumb. Secure door assemblies in position with manufacturer's recommended anchoring devices.

DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL VERIFY ACTUAL CONDITIONS IN THE FIELD AND SHALL TAKE ALL NECESSARY MEASUREMENTS FOR THE PROPER INSTALLATION OF THE WORK.

END OF SECTION