




FAIRFIELD COUNTY SCHOOL DISTRICT

Fairfield Middle School
Court Yards
Storefront Windows & Doors
Installation
IFB 2223-10

Sheila Pickett, CPPB
Coordinator of Purchasing
803-635-4607

April 07, 2023

	Fairfield County School District	Solicitation Number: 2223-10 Date Issued: April 7, 2023 Procurement Officer: Sheila Pickett, CPPB Phone: (803) 635-4607 Email Address: spickett@fairfield1.org
	Invitation for Bid (IFB)	

DESCRIPTION: **FAIRFIELD MIDDLE SCHOOL, COURT YARDS, STOREFRONT WINDOWS & DOORS INSTALLATION**

BID DUE DATE (Opening Date/Time): Tuesday April 25, 2023 at 10:00 a.m.

LAST DATE FOR QUESTIONS: Tuesday April 18, 2023 at 4:00 p.m.

NUMBER OF COPIES TO BE SUBMITTED: one (1) original and one (1) electronic copy

SUBMIT OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:	
Fairfield County School Purchasing Department 1226 US Highway By-pass South Winnsboro, SC 29180 Solicitation Number and Opening Date must appear on the envelope.	

CONFERENCE TYPE: On Site Pre-Bid Meeting Monday April 17, 2023 at 10:00 a.m.	LOCATION: Fairfield Middle School 728 US Highway 321 By-Pass Winnsboro, SC 29180
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ADDENDUM(S)	Any addendum(s) will be posted at the following web address: www.fairfield1.org
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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 the following:

- Bound by the requirements, terms, stipulations, and terms of the solicitation.
- Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.
- Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Firm. The entity named as the Firm 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.
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO.
TITLE <small>(Business title of person signing above)</small>	OFFER'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/>

PRINTED NAME (Printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (if offeror is a corporation, identify the state of incorporation.)
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HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent)			
	Area Code	Number	Ext.	Facsimile
	E-mail Address			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)			

ACKNOWLEDGEMENT OF ADDENDUM (S)

Offers acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

<p>MINORITY PARTICIPATION:</p> <p>Are you a SC Certified Minority Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, SC Certification # _____</p> <p>Are you a Non-SC Certified Minority Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/></p>

GENERAL PROVISIONS

1. CONTRACTORS SUBMITTING BIDS MUST BE LICENSED AND REGISTERED AS A CONTRACTOR WITH THE STATE OF SOUTH CAROLINA FOR THE WORK BEING PERFORMED.
2. NONDISCRIMINATION CLAUSE: The company which is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight, or marital status.
3. INDEMNIFICATION AND HOLD HARMLESS: The company which is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the Fairfield County School District and its elected and appointed officers, employees, servants and agents from any and all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Fairfield County School District and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement or the performance or lack of performance of those obligations on the part of the Contractor to be performed under the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to Fairfield County School District, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

4. INSURANCE: The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of South Carolina and have a minimum A. M. Best Company's Insurance Reports rating of A or A- (Excellent). The contractor shall maintain during the entire period of his performance under this contract, the following minimum insurance covering all properties and activities that are encompassed in the performance of the bid requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against the Fairfield County School District.

TYPE:

Workers' Compensation

Comprehensive General Liability

Comprehensive Automobile/Liability

AMOUNT:

As required by law.

Including products/completed operations, blanket contractual, and personal injury liability insurance with limits of at least 1,000,000 each occurrence combined bodily injury and property damage \$2,000,000 aggregate Injury or higher limits as required by law.

Covering all owned, non-owned and hired vehicles with Automotive Liability limits hired vehicles with limits of liability of \$1,000,000 each occurrence combined bodily injury and property damage or higher limits as required by law.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

5. **APPLICABLE LAW AND VENUE:** The agreement resulting from this RFP shall be construed according to the laws of the State of South Carolina. Fairfield County School District and vendors agree that the venue for any legal action under this agreement shall be the County of Fairfield, State of South Carolina.
6. **COMPLIANCE WITH THE LAW:** Vendors shall render the services to be provided pursuant to this agreement in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
7. **RIGHTS TO PERTINENT MATERIALS:** All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the bid shall become the property of Fairfield County School District after the bid submission deadline.
8. **CONFIDENTIALITY OF DOCUMENTS:** Submitted responses to the RFP shall be deemed confidential during the evaluation process. Vendor's bid will not be available for review by anyone other than the Fairfield County School District's Evaluation Team or its designated agents within the limits of Fairfield County School District's public disclosure requirements.
9. **PRE-OPENING INQUIRES/RESPONSE:** Any explanation desired by a prospective vendor regarding the meaning or interpretation of a Request for Proposals and any attachment(s) must be requested in writing and presented to Fairfield County School District. All requests for explanation or information must be received by **Tuesday April 18, 2023 at 4:00 p.m.** All responses shall be in writing and shall be furnished to all prospective vendors as an addendum to the RFP. Receipt of all addendums shall be acknowledged in the bid at the time of submission of bid. No oral explanation or instruction of any kind or nature whatsoever - given before the award of a contract to a bidder - shall be binding.
10. **COMPLETION OF WORK:** The Contractor shall begin work as soon as possible after receiving a notice to proceed from Fairfield County School District. A mutually agreeable schedule shall be developed by the Contractor as soon as the contract is signed.
11. **CHANGES IN WORK:** District Right to Direct Changes – Fairfield County School District, at any time by written order, may make Changes within the general scope of the work under the Contract Documents or issue additional instructions, require additional work or direct deletion of work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior authorization from Fairfield County School District. Fairfield County School District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Changes to the work depicted or described in the drawings or these specifications shall be subject to approval by the engineer.

Adjustment to Contract Price and Contract Time on Account of Changes to the Work – Adjustments to the Contract Price and time due to Changes in the work shall be determined by mutual agreement.

12. It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials. And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release Fairfield County School District and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

END OF SECTION

Introduction

Fairfield County School District is seeking proposals from qualified Contractors for FAIRFIELD MIDDLE SCHOOL, COURT YARDS, STOREFRONT WINDOWS & DOORS INSTALLATION.

Scope of Work

There are two interior court yards at Fairfield Middle School. Each court yard has a complete window wall with doors on each end. The four window walls are to be removed by the Contractor and new storefront windows and doors installed. Removed material shall become the property of the Contractor and shall be removed from the site and properly disposed of. Contractor shall not dispose of removed material in Owner's dumpsters or other waste receptacles.

The new storefront windows and doors (3'0" x 7'0") shall have 1" double-pane, low e, tempered safety glass consisting of two panes of ¼" glass with insulative gas in a sealed compartment between the panes. Window and door frames shall be 2" x 4 ½" Commercial Storefront aluminum, finished to match the school's front entrance (dark bronze). Opaque fillers shall be 1" insulated panels finished to match the frames. The lower pane height should be such it will allow a horizontal frame member at 34" to 36" AFF.

Contractor shall rework lay in ceiling and install 3½" blanket insulation as required to match up with new window system. Contractor shall do all cutting & patching required for the installation. Contractor shall provide all gaskets and sealants required for a water tight and insect tight installation. Contractor shall install grout as needed and paint all affected surfaces to match existing. As part of clean up and turn over Contractor shall clean and polish the entire storefront system.

Contractor is responsible for obtaining and verifying all dimensions.

Contractor will have access to the site starting on June 5, 2023 and the project must be completed and turned over to the owner before August 1, 2023.

Bid Bond

Bidders shall furnish a certified check or bid bond in the amount of 5% of the bid amount payable to the School District of Fairfield County. Bid bonds shall be provided by a Surety company licensed to do business in the State of South Carolina.

Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary protection to prevent injury to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

CONSTRUCTION PROCEDURES AND DETAILED ORDER OF WORK

The order of work shall be determined by the Contractor and approved by the District.

MATERIALS

The Contractor shall furnish all materials required to complete the contract. Only materials conforming to the specifications shall be incorporated in the work.

MAINTENANCE AND CONTROL OF TRAFFIC

Personal vehicles of the Contractor's employees shall be parked legally and where directed by the District.

CLEAN UP

The Contractor shall clean up the jobsite prior to acceptance of the work. This includes but is not limited to all dirt, spoils, debris, excess materials, and other items. All items shall be removed and the entire site shall present a clean, workmanlike appearance.

Contractor Shall Provide A 100% Payment & Performance Bond (see attached sample)

Additional Insured

Commercial General Liability Insurance, as described, shall include an endorsement stating the following shall be "Additional Insured": Fairfield County School District, any and all of its elected and appointed officials, employees, the engineer and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work as soon as possible after receiving a notice to proceed from Fairfield County School District and shall diligently prosecute the same to completion before the expiration of the onsite construction duration, that is agreed upon.

REGULATORY REQUIREMENTS

- A. Conform to all applicable codes for the work.
- B. The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- C. If applicable, the Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work specified herein.
- D. The Contractor's employees shall wear readily identifiable uniforms & appropriate safety gear and footwear that comply with all legal requirements including, but not limited to OSHA (Occupational Safety and Health Administration) requirements.
- E. The Contractor shall comply with all applicable federal, state, and local air pollution control laws and regulations.

USE OF PREMISES

The Contractor is to repair or replace to the full satisfaction of Fairfield County School District, or reimburse for damages caused by the Contractor, as a result of the performance of the work specified herein. During the progress of the work specified herein, the Contractor shall keep the premises free from the accumulation of waste materials, rubbish, and other debris resulting from the work. The Contractor shall leave the site clean and ready for use by Fairfield County School District.

Contractor Shall Provide A 100% Payment & Performance Bond (see sample below)

CONTRACT PERFORMANCE AND PAYMENT BOND FORM

(FOR REFERENCE ONLY)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ of
(hereinafter called the "Principal"), a corporation, partnership or individual duly authorized by law to do
business as a construction contractor in the state of Iowa, and

_____ of _____ (hereinafter called the "Surety"), a

corporation duly authorized to do a surety business under the laws of the state of Iowa, are held and firmly
bound unto the Board of Regents, State of Iowa (hereinafter called the "Obligee"), in the penal sum of Dollars
(\$ _____), lawful money of the United States, for the payment of which well and
truly to be made unto the said Obligee, we bind ourselves, our heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents, as follows: The conditions of this obligation are
such that, whereas on the _____ day of _____, 20____, the said
Principal entered into a written Agreement with Obligee for
located at _____, as set forth in detail in the Advertisement for Bids, Instructions
to Bidders, Accepted Bid, General, Project and/or Institution Requirements, Technical Specifications,
Drawings, and other related Contract Documents referred to in said Agreement, all of which are hereby made a
part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict
accordance with said Agreement including completion of construction within the time limits specified, together
with full compliance with other requirements set forth by Advertisement for Bids, Instructions to Bidders,
Accepted Bid, General, Project and/or Institution Requirements, Technical Specifications, Drawings,
Guarantees, and other related Contract Documents shall comply with all the requirements of the laws of the
state of Iowa, shall pay as they become due all just claims for work or labor performed and materials furnished
in connection with said Agreement, and shall defend, indemnify, and save harmless Obligee against any and all
liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind including patent
infringement claims except as otherwise provided in said specifications and other Contract Documents, arising
out of or in relation to the performance of said work and the provisions of said Agreement, then these
presents shall be void; otherwise they shall remain in full force and effect in any manner necessary to guarantee
completion of the Contract in full compliance with the Contract Documents and within the construction period
stated therein.

The Principal and the Surety on this bond hereby guarantee the full performance of said Agreement by the
Principal and hereby covenant and agree to save the Obligee harmless from any and all defaults or failures of
the Principal to so perform, and to pay, to the extent of the amount of this bond, any and all damages occasioned
to the Obligee by the failure of the Principal to fully perform as required under his Contract.

This obligation is made for the use of said Obligee and also for the use and benefit of all persons who may
perform any work or labor or furnish any material in the execution of said Agreement and may be sued on
thereby in the name of said Obligee. The Principal and Surety on this bond hereby agree to pay to all persons,

firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished in the performance of the Contract on account of which this bond is given, when the same are not satisfied out of the portion of the Contract price which the Oblige is required to retain until completion of the public OCTOBER 2014 EDITION - UIHC CONTRACT PERFORMANCE BOND Supersede improvement, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the Contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To any extension of time to the Constructor in which to perform the Contract.
- b. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of acceptance of the Work the right to sue on this bond for defects in workmanship or material or construction in non-compliance with the Contract Documents not discovered or known to the Oblige at the time such Work was accepted.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in five (5) original counterparts as of the _____ day of _____, 20_____.

Principal

Signed By

Name

Title

Surety

Signed By

Name

Title

Surety

Approved for the Board of Regents, State of Iowa: Executive Director OCTOBER 2014 EDITION - UIHC
CONTRACT PERFORMANCE BOND

Supersedes November 2006 Edition 00 61 13-2 es November 2006 Edition

original counterparts as of the _____ day of _____, 20__ .

Principal

Signed By

Name

Title

Surety

Signed By

Name

Title

Surety

Approved for the Board of Regents, State of Iowa: Executive Director OCTOBER 2014 EDITION - UIHC
CONTRACT PERFORMANCE BOND

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RIGHT TO ACCEPT OR REJECT

The district reserves the right to accept or reject any/all bids/proposals or any part of any bid. This includes rejection based upon quality (in the opinion of the district) from references, delivery or any other reason.

The District will award this contract to one vendor only, if any vendor feels that they are not equipped to handle this contract they should send in a NO BID. Fairfield County School District reserves the right to accept or reject any/all bids/proposals or any part of any bid/proposal.

SMALL / WOMEN / MINORITY BUSINESS ENTERPRISE POLICY

SMALL/ WOMEN/ MINORITY BUSINESS ENTERPRISE (S/W/MBE) CHECKLIST

NAME OF AGENCY: _____

PLEASE CHECK THE FOLLOWING THAT APPLY TO YOUR AGENCY:

- Minority Owned** Minority Owned is defined as: At least fifty-one percent (51%) owned by one or more citizens of the United States who are determined to be socially and economically challenged.

- Small Business** “Small” Business is defined as having 15 employees or less.

- Woman Owned** Women Owned is defined as: At least fifty-one percent (51%) owned by one or more citizens of the United States who is a Female.

DEFINITIONS

“**Minority Person**” means a United States citizen who is economically and socially disadvantaged.

“**Socially disadvantaged individuals**” means those individuals who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group, without regard to their individual qualities. Such groups include but are not limited to African Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, Asians and women regardless of race or origin.

“**Economically disadvantaged individuals**” means those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

Printed Name of Firm Representative

Signature of Firm Representative

Date

AWARD & CONTRACT TERM

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning establish date. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

All purchases are subject to the Fairfield County School District's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

TERMS & CONDITIONS

1. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Coordinator.
2. **BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Fairfield County School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. **CHOICE-OF-LAW:** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. **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 Coordinator, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Coordinator, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Coordinator shall be void and of no effect.
5. **DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Coordinator may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive

and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

6. **DISPUTES:** (1) **Choice-of-Forum.** All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Coordinator 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 in the State of South Carolina. Contractor agrees that any act by Fairfield County School District regarding an Agreement is not a waiver of either the District's sovereign immunity or 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 this 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 an 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, 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.

7. **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 60741.5(a), which are hereby incorporated by reference.

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

9. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

10. **NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the District to indemnify anyone.

11. **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.

12. **PUBLICITY:** Contractor shall not publish any comments or quotes by Fairfield County School District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Coordinator.

13. **PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies 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.

14. SETOFF: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

15. SURVIVAL OF OBLIGATION: 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.

16. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

17. 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.

18. WAIVER: The District 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 Coordinator has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

SPEICAL INSTRUCTIONS

1. CHANGES:

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Coordinator may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the 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 Coordinator 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.

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

3. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. Fairfield County School District shall be listed as Certificate Holder.

4. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit	\$1,000,000
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WORKERS COMPENSATION: State Statutory

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Fairfield County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate)

or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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

6. **CONTRACTOR'S OBLIGATION:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7. **DAMAGES LIMITATION:** Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

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

9. **DESCRIPTIVE LITERATURE:** Your offer must include manufacturer's latest literature showing complete product specifications.

10. **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.

11. **ILLEGAL IMMIGRATION:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the 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 814-60, "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 subcontractor's 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

12. **INDEMNIFICATION-THIRD PARTY CLAIMS:** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify Fairfield County School District, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such

defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

13. 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.

14. 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.

15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.

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

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

19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.

20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Coordinator may terminate this contract in whole or in part, for the convenience of the District. The Procurement Coordinator shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's 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 Coordinator may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. 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 Coordinator may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Coordinator: (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 Coordinator, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Coordinator 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 Article 5, Section 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 Coordinator may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Coordinator 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 Coordinator 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 District'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.

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

22. **IRAN DIVESTMENT ACT OF 2014:** (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY

Statement of Policy

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

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