



# Entryway Upgrades Project #: IFB 21

Sheila Pickett, CPPB  
Coordinator of Purchasing  
803-635-4607  
Fairfield County School District

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**Invitation for Bids  
Best Value Bid For  
Entryway Upgrades  
Project #: IFB 21**

Fairfield County School District, Winnsboro, South Carolina is seeking competitive bids for "Entryway Upgrades" from qualified and properly licensed contractors.

Due to the Covid-19 Pandemic recommendations of social distancing and avoiding gatherings, there will be a virtual bid opening at 10:00 AM on August 6, 2020.

Contractors must register and submit their bids before 10:00 AM on August 6, 2020 in the Vendor Registry, <https://vrapp.vendorregistry.com/Vendor/Registry/Index/fairfield-01-school-district-sc-vendor-registration>. The public will be allowed to attend the opening via a Life-size Video Conference. Guests can join the live call right from their laptops or mobile browsers by clicking on the meeting ID link that will be provided to those requesting it.

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.

A pre-bid meeting will be held beginning at 9:00 AM on July 22, 2020. The pre-bid will start at the Fairfield County School District Administrative Office Building located at 1226 U. S. Highway 321 Bypass South Winnsboro, SC and then proceed to the other facilities included in the project. Attendance at the pre-bid is non-mandatory however site inspections will not be allowed at any other time due to Covid-19.

Bids will not be accepted after the above date and time. Bids must be clearly marked with the bid date and time and the project name and number "Fairfield County School District Entryway Upgrades, Project #: IFB 21".

Bidders shall include a list of three references with their bids for work of a similar nature. Bidders shall include a description of the work performed along with photographs of their completed work. Bidders shall include a list of proposed subcontractors with their bids.

Fairfield County School District will not be responsible for any cost associated in preparing bids. Bids received after the cut off time will not be considered.

Bids shall remain firm for a period of (60) calendar days. Fairfield County School District reserves the right to accept or reject any/all bids, to negotiate with all qualified bidders, or to cancel in part or its entirety this solicitation and waive any informality, which is in the best interest of the District.

Copies of the bid tabulation may be obtained by e-mail from Sheila Pickett, CPPB Coordinator of Purchasing at [<spickett@fairfield1.org>](mailto:spickett@fairfield1.org) or District website [www.fairfield1.org](http://www.fairfield1.org). Requesters must include their company name, address, fax, and telephone number. The deadline for requesting copies of the bid tabulation is August 13, 2020.

Nothing in this Invitation for Bids precludes Fairfield County School District from requesting additional information at any time during the procurement process.

Selection may be made from one or more bidders deemed to be fully qualified and best suited among those submitting bids, on the basis of the factors involved in the IFB, including price if so stated in the Invitation for Bid. Selections may be made for the entire project, each facility included in the project or any combination thereof.

Negotiations may then be conducted with the bidders so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the bidders so selected, Fairfield County School District shall select the bidder which, in its opinion, has made the best responsive bid and award the contract to that bidder.

Information and/or factors gathered during interviews, negotiations, reference checks, and any other information or factors deemed relevant by Fairfield County School District, shall be utilized in the final award.

The successful bidder(s) will be required to furnish Performance and Payment Bonds, each in the amount of 100% of the contract sum. Bonds shall be from a surety acceptable to Owner and licensed to transact business in the State of South Carolina. The premium for these bonds shall be paid by Contractor and the cost is to be included in the bid price. Commencement of Work by Contractor without having provided performance and payment bonds as set forth herein shall not be considered a waiver or release by Owner of the requirement for bonds and Contractor shall have proceeded with the Work at its own risk and shall not be entitled to payment hereunder until such bonds are delivered to Owner. The payment of any incremental increase in the cost of bonds arising as a result of mutually agreed upon Change Orders shall be Contractor's responsibility.

The District reserves the right to reject any or all bids or to cancel this request in its entirety.

END OF SECTION

## 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).
5. APPLICABLE LAW AND VENUE: The agreement resulting from this IFB 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 IFB 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 IFB 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 the Invitation for Bids 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 July 29, 2020. All responses shall be in writing and shall be furnished to all prospective vendors as an addendum to the IFB. 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

## **SPECIAL PROVISIONS**

**A. LISTING OF PROPOSED SUBCONTRACTORS**

Each proposal shall have listed therein the name and address of each subcontractor, the bidder proposes to subcontract portions of the work to.

**B. EXECUTION OF CONTRACT**

The contract shall be signed by the successful bidder and returned within **eight (8)** days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Fairfield County School District until the execution of the contract.

**C. 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.

**D. 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.

**E. 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.

F. 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.

G. CONSTRUCTION PROCEDURES AND DETAILED ORDER OF WORK

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

H. MATERIALS

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

I. MAINTENANCE AND CONTROL OF TRAFFIC

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

J. 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.

K. WARRANTY

Contractor shall warrant the entire project against defects in materials and workmanship for a period of one year after final acceptance.

L. 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). Contractor shall either (a) require each of its Subcontractors to procure and maintain during the life of his Subcontract, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified or (b) insure the activities of his Subcontractors in his own policy.

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of South Carolina.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or equivalent.

- C. Motor Vehicle Liability Insurance, including South Carolina No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Additional Insured - Commercial General Liability Insurance, as described above, 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.
- E. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Fairfield County School District.
- F. Proof of Insurance - The vendor shall provide to Fairfield County School District at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

END OF SECTION





## 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 \_\_\_\_\_, 2020.

**Fairfield County School District**

**Contractor:** \_\_\_\_\_

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

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

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

Contract: Fairfield County School District Entryway Upgrades, Project #: IFB 21”.



**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 County School District Entryway Upgrades  
PROJECT NUMBER: IFB 21

**BID AGREEMENT:**

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

Shall execute the work in the Bid Documents for the following facilities for the lump sum(s) of:

- District Office \$ \_\_\_\_\_
- Fairfield Career & Technology Center \$ \_\_\_\_\_
- Fairfield Central High School \$ \_\_\_\_\_
- Fairfield Elementary School \$ \_\_\_\_\_
- Fairfield Magnet School for Math & Science \$ \_\_\_\_\_
- Fairfield Middle School \$ \_\_\_\_\_
- Geiger Elementary School \$ \_\_\_\_\_
- Kelly Miller Elementary School \$ \_\_\_\_\_
- McCrorey Liston School of Technology \$ \_\_\_\_\_

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

\$ \_\_\_\_\_

**CONTRACT AWARD**

This solicitation will be awarded per facility or as a total bid and any alternates or combinations that may be in the best interest of the Owner to one or more responsive and responsible bidder(s) whose bid(s) is determined to be most advantageous to the Owner, taking into consideration price, delivery and adherence to the bid specifications. The award may be divided between multiple bidders.



**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 of Work**

The project includes entryway upgrades at nine (9) Fairfield County School District facilities. 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