

	<b>District Five of Lexington and Richland Counties</b>  <b>Invitation for Bid</b>	Solicitation #	<b>2019-035</b>
		Date Issued	<b>4/04/2019</b>
		Procurement Official	<b>Lynda Robinson</b>
		Phone	<b>(803) 476-8140</b>
		E-Mail Address	<b>ljrobins@lexrich5.org</b>

DESCRIPTION	Audio Visual System Upgrades at the Nursery Road Elementary School Auditorium
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*The Term "Offer" Means Your "Bid" or "Proposal"*

SUBMIT OFFER BY	4/25/2019 3:00 pm
QUESTIONS MUST BE RECEIVED BY	4/11/2019 11:00 am
NUMBER OF COPIES TO BE SUBMITTED	<b>1</b>

**Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:

<b>District Five of Lexington and Richland Counties Purchasing Office 1020 Dutch Fork Road Irmo, SC 29063</b>
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<b>CONFERENCE TYPE:</b> N / A <b>DATE &amp; TIME:</b> As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b>
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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="http://www.lexrich5.org/Page/19911">www.lexrich5.org/Page/19911</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 sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (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. The entity named as the Offeror <b>must</b> be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION  (If Offeror is a corporation, identify the state of Incorporation.)		TAXPAYER IDENTIFICATION NO.

**COVER PAGE**

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.)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Area Code:</td> <td style="width: 25%;">Number:</td> <td style="width: 25%;">Extension:</td> <td style="width: 25%;">Facsimile:</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-Mail Address:</td> </tr> </table>	Area Code:	Number:	Extension:	Facsimile:	E-Mail Address:			
Area Code:	Number:	Extension:	Facsimile:						
E-Mail Address:									
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)								
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	Order E-Mail Address:  <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)								

**ACKNOWLEDGMENT OF AMENDMENTS:** Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%) _____	20 Calendar Days (%) _____	30 Calendar Days (%) _____	_____ Calendar Days (%)
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**MINORITY PARTICIPATION**

Please answer the following question:

1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?  
 Yes    No  
 If yes, provide certification number: \_\_\_\_\_.

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### I. SCOPE OF SOLICITATION

School District Five of Lexington and Richland Counties is seeking competitive bids from qualified sources to furnish, deliver, and install audio visual system upgrades to the auditorium at Nursery Road Elementary School.

**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.

### II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

**DEFINITIONS, CAPITALIZATION, AND HEADINGS:** CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

**BOARD** means the Board of Trustees of District Five of Lexington and Richland Counties.

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

**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 District Five of Lexington and Richland Counties' 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 Officer, directing the contractor to make changes which the clause of the contract TITLED "Changes, "if included herein, authorizes the Procurement Coordinator to order without the consent of the contractor.

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

**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.

**DISTRICT** means District Five of Lexington and Richland Counties.

OFFER means the bid, quote 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 the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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.

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.

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All bidders requesting the bid package will be sent copies of all amendments. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, in addition to the posted notice, notice of intended award will be sent to all Offerors responding to the Solicitation. Any award resulting from this Solicitation will not be effective until the eleventh day after such notice is given. When only one response is received, the notice of intended award and the ten-day delay of award may be waived.

**BID/PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with District Five of Lexington and Richland Counties. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH 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.

**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.

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

(a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals

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

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

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 Officer 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 the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Check for federal and state disbarments at [www.sam.gov](http://www.sam.gov) and <http://procurement.sc.gov/legal/legal-suspend-debar>.

**CODE OF LAWS AVAILABLE:** The District's Procurement Code is available at: [www.lexrich5.org](http://www.lexrich5.org).

**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 the bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer of the District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

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

**DRUG FREE WORK PLACE 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.

**CONTRACT VIOLATION:** During the term of the contract, contractors who violate any 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.

**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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**ETHICS CERTIFICATE:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code

of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**CIVIL RIGHTS PROVISIONS:** The contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended. The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, age, or disability. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free at (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; or 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**PROTESTS:** Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

**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.

**QUESTIONS FROM OFFERORS:** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement

officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

**Email is the preferred method for submitting questions with "Questions: Solicitation # as the subject of the email. Questions must be submitted in an easily copied format such as Word. Email: [D5bids@lexrich5.org](mailto:D5bids@lexrich5.org)**

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 476-8032.

**REJECTION/CANCELLATION:** The District may cancel this solicitation in whole or in part. The District may reject any or all bids in whole or in part.

**RESPONSIVENESS/IMPROPER OFFERS:** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

(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 Officer.

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

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

**PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation 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.

**SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offer. (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.

**DISTRICT OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District 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 district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If 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 may be available at: <http://www.lexrich5.org>

**SUBMITTING CONFIDENTIAL INFORMATION:** (An overview is available at [http://procurement.sc.gov/webfiles/MMO\\_Legal/Documents/FOIA\\_page.pdf](http://procurement.sc.gov/webfiles/MMO_Legal/Documents/FOIA_page.pdf)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret or (b) privileged and confidential. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by 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. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page 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 is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not 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. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages - (1) Addressed to the Office of Procurement Services as specified in

the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered.

**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:** Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

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

**BID SUBMITTAL:** All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. The district assumes no responsibility for unmarked or improperly marked envelopes.

**CLARIFICATION:** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**BACKGROUND CHECKS:** Any and all persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on District property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on District property. The contractor/vendor is solely responsible for any and all fees and/or charges associated with completion of the background check(s) required herein. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

**DESCRIPTIVE LITERATURE – LABELLING:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**PROTESTS:** Bidders desiring to exercise protest rights under Section 4210 of the District Procurement Code should direct all correspondence to:

Lynda Robinson, Procurement Coordinator  
School District Five of Lexington and Richland Counties  
1020 Dutch Fork Road  
Irmo, SC 29063  
Fax: 803-476-8140  
E-Mail: ljobins@lexrich5.org

**EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.**

### III. SCOPE OF WORK / SPECIFICATIONS

#### SCOPE OF WORK

School District Five of Lexington and Richland Counties is seeking competitive bids from qualified sources to provide a turnkey installation of multiple AV related systems at Nursery Road Elementary School located at 6706 Nursery Road, Columbia, SC 29212.

**Bidders are strongly encouraged to visit the site prior to bidding. To schedule a site visit, contact Ms. Donna Washington at 803-476-4333 [dwashing@lexrich5.org](mailto:dwashing@lexrich5.org). All visitors are required to check in at the front office of the school.**

**DELIVERY LOCATION:** After award, all deliveries shall be made and all services provided to the location specified in the purchase order.

**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 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. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**BRAND NAME OR EQUAL:** Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bids for products which are of a different manufacturer and model number from that which is specified, provided that the manufacturer's published description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed is submitted with the bid. The District shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein.

#### SPECIFICATIONS

**This project has (4) Sections as listed below:**

1. Permanently Installed Sound System w/Mic Stands, Hanging Microphones, Mixer, etc.
2. Theatrical Intercom System
3. Curtain System Modification/Additions
4. Video Projection System--Center Movie Screen w/Control

The successful bidder must provide all of the following sections as one bid to be awarded as one contract. All specific equipment items (brand and model) for every area shall be listed on bidder's proposal. Submitted prices without brand and model for each significant component will not be considered.

Specifications below identify specific equipment to be included in the installation project. Some items are unique in the marketplace and desired with the exact model and manufacturer. Other items can include approved substitutions. **Proposed substitutions should be submitted for approval prior to bid due date. Bids with unapproved substitutions will not be considered.**

#### 1. Install Permanent Sound System to Include:

- A. Provide Labor to Remove Existing Equipment and Deliver to Owner for Disposal. Supplies, expendables or other items that the owner requests, shall be disposed of by contractor as per all applicable laws and codes.
- B. Repair any damage to Wall, Ceiling or Structure Associated with Removal of These Items to Include Custom Matching Paint as Needed for Paint Touchup

C. Contractor to Provide Following Audio and Associated Equipment:

- 1 Yamaha TF3 Digital Console 24 Inputs with Touch Screen Interface. Include Heavy Duty Optional Dust Cover with Console TF3-COVER, Include USB Thumb-Drive for Programming backup, include ATH-M30X Stereo Headphones, include Wi-Fi Router for remote operation of TF3 from owner provided iPad. Programming, set up and training of iPad is the contractor's responsibility.
- 5 Yamaha IF2208W Low Profile Main Speaker Cabinets - White. The Yamaha loudspeakers must be mounted and aimed to best cover the audience area for even, direct sound levels to all seats. Contractor must calculate placement and aiming utilizing EASE modeling or other industry standard coverage prediction method. Mounting/Aiming calculations are to be included in system documentation at completions of installation. After installation and processor programming, contractor must tune system for optimum frequency response throughout the venue seating utilizing SMAART software to be operated by a Rational Acoustics certified/trained SMAART Technician.
- 1 Yamaha PX8 Main Amplifier w/Processing – (3) Center Speakers on Ch A - 2 Upstage on Ch B. Amplifier must Provide 200 watts to each loudspeaker at 8-ohm impedance to each IF2208W
- 7 Rated Rigging Hardware Assemblies for Speakers to include 5:1 Safety Factor
- 2 Reuse Existing Speakers for Stage Monitors - Ceiling Mounted to Cover Stage
- 1 Reuse Existing Amplifier for Flown Ceiling Monitors
- 2 Yamaha DXR10 Powered Monitor Speakers. These will remain portable to be placed on stage as needed. These will be a fed from a separate auxiliary send from the audio console from the ceiling-mounted monitors. Contractor to provide 50' and 10' XLR and Edison Cable for signal and power for these monitors. Contractor to provide XLR output Jack at owner approved location for this Aux feed.
- 1 Yamaha DXS18 Powered Subwoofer. Placed on Side of stage and connected to Matrix Output. Console programmed for subwoofer to reproduce playback content only from iPod, iPad, CD, Bluetooth, Audio-from-Video, or from electronic instruments such as keyboards or DJ devices.
- 2 Sennheiser Wireless HH EW100G4 Microphone Systems EW 100 G4-835-S-A to include Rack Mount Kit
- 2 Sennheiser Wireless LAV EW100G4 Microphone System EW100 with Beltpack and ME2-II Lapel Element
- 4 Sennheiser Wireless LAV EW100G4 Microphone System EW100 with Beltpack, ME2-II lapel element and Handheld Transmitters EW 100 G4-ME2/835-S-A1 (Combo Unit)
- 1 Sennheiser Wireless Plug On Transmitter EW100G4 Series. Will Attach to Horizon LTI-Blox for portable track playback from device anywhere in room.
- 1 Antenna Distribution System. Distro for 8 EW 100 G4-835-S-A Receivers with Dual High Gain Antennas Sennheiser A1031U (or similar) Include Desktop or Wall Paddle Mount Stands or flange (as per owner request)
- 6 Low profile Headset Microphone Locking 3.5mm with Single Ear or Behind Head Band terminated for Sennheiser Wireless belt packs (Countryman H6, DPA 4088 or similar). Unbranded or Generic units are not acceptable. "Short boom" microphones similar to Audio Technical Pro92 are not acceptable.
- 6 Audix Micro Condenser Microphone M1255BWHC White. Ceiling mounted with Preamp. For General Area mic'ing for choir vocals and drama. Placed for ideal coverage Contractor shall include Tuning for Max Gain before Feedback and sound reinforcement sound quality.
- 2 Horizon Laptop, iPod, iPad audio interface with volume control Horizon LTI-Blox 1/8" in, XLR out

- 1 Denon Bluetooth Receiver. Allows for playback from portable devices in room. Tied to audio system and either school or TF3 Board wireless network as desired by owner.
- 2 Chief ERT-ST Elite Roll Top Rack- (Client may select alternate finish). These Equipment desks to be located at the back of the venue near the back wall. (2) desks will house sound console, lighting console, video switching, wireless microphone receivers, and other non-amplifier equipment. Include (2) 3-space locking, metal drawers for secure storage. Desks shall have matching keys and contractor shall provide (4) copies to the owner.
- 2 Rack-mount surge suppression and voltage regulation devices. (1) for each desk with pull-out light modules. Furman M-8DX or similar.
- 2 Littlite LW-18-LED Gooseneck Desk Lights with Power Supply for Console Area
- 1 Power Sequencer System. System shall sequence amplifiers on last and off first. Other equipment shall be sequenced appropriately. Computer equipment and projection equipment may be excluded at owner's request. System must be capable of starting both the on and off sequence from either the back of the room equipment desk location or from the equipment rack back stage. Power Sequencer System may be integral with surge suppression and voltage regulation as long as all features are provided including pull-out light modules.
- 4 XLR Microphone Jacks Near Stage at Location Specified by Owner. All wiring and jacks shall be standard, balanced XLR F/M as per industry standards. Wiring and jacks shall be in conduit or protective enclosures where standard wear and tear could damage wiring within a reasonable period of time.
- 6 High Quality XLR Rubber Jacket Style microphone Cable. 30' Each. (CBI, Rapco, Whirlwind or similar)
- 4 Reuse existing Shure Wireless microphone units. Mount and coordinate all wireless frequencies. Test and Label Each transmitter and receiver.
- 1 Reuse existing CD Player. CD Player to be located in Equipment Desk at Top, Back, Center of Room.
- 1 Reuse existing Equipment Rack Back Stage. Amplifiers, Any Processing, Power Sequencing and Other Appropriate Equipment to Be located in this Equipment Rack. Contractor shall supply appropriate twisted pair, audio, and video cable from the FOH console to this rack back-stage. Equipment shall be mounted and XLRs and other connectors configured so door will close and lock if rack has a locking mechanism.
- 1 Lot additional cables, connectors hardware as needed for complete operational system
- 1 Labor for Installation that includes mounting, safely installing, tuning, programming, testing and training. Contractor shall have staff who regularly install and train users or use Yamaha TF software. Because of the learning curve for any professional digital audio software, contractor shall expect and include time for telephone support during the warranty period and especially shortly after initial training. Include Labor for Frequency Coordination of all new and existing wireless microphone systems. Utilize frequency analyzing system. Designate a spare frequency in each band.

## 2. Theatrical Intercom System

Contractor shall supply and install:

- 1 Professional Intercom Base Station/Power Supply 1 Channel (Clear-Com, Telex or Similar)
- 6 Professional Single Channel Intercom Beltpack (Clear-Com, Telex or Similar)
- 3 Professional Intercom Single Muff Headset with Dynamic Microphone (Clear-Com, Telex or Similar)
- 3 Professional Intercom Double Muff Headset with Dynamic Microphone (Clear-Com, Telex or Similar)
- 5 Intercom Jacks Plate/Connector with Wiring (male 3-pin XLR with "Com" label). (2) in Desks, (1) Stage Left, (1) Stage Right, (1) Followspot Position

- 6 Cable Package - XLR for Each Station 30' (CBI, Rapco or Similar)
- 1 Additional cables, Connectors hardware as needed
- 1 Labor for installation, programming, tuning, and training

### 3. Curtain System

Contractor shall provide and install these items:

- 1 Approximately 44' black velour curtain system - Walk Along
- 1 44' Rig-I-Flex or Similar Track - Wall to wall at slightly downstage of existing curtain and wall
- 1 Black velour 22-oz (or heavier) curtain with 50% sewn in fullness. Top grommets at 12 centers, side and bottom hems. 44' by approximately 14' Tall. Exact height to be verified by successful bidder prior to custom curtain ordering.
- 2 Master carrier on each end so that each end can be opened to allow entrance from backstage area from either stage left or stage right. Include draw "stick" on each master carrier for operation.
- 1 22-oz (or heavier) valance curtain 12" tall. Fixed mounting on lightweight pipe. Front-mount for curtain top to be flush with ceiling and cover the mounting pipe. Valance will cover curtain track and external case of electric screen in video section of specifications.
- 1 Remove existing curtain and track
- 1 All fabrics shall be IFR and flameproof certificate to be provided with new curtain materials.
- 1 Lot - Contractor to provide connectors and hardware as needed for installation, rated rigging hardware, installation, adjustment and training.

### 4. Video Projection System--Center Screen w/Control

Contractor shall remove and dispose of existing screen per Owner's instructions. Contract shall provide and install:

- 1 Motorized Projection Screen to replace old screen. New screen shall be 16' wide with 16:1 Aspect ratio. Surface shall include 18" Extra Down Fabric Black so Case Can Be Hidden Behind Curtain and Viewable Surface can Drop Below House Valance Curtain (Da-Lite, Draper or Similar)
- 1 Remote Control Switch (To Be Mounted at FOH Booth) for Up/Down/Stop function
- 1 Limit Switches shall be set for up and down limits as part of installation so projected image is properly aligned with the surface automatically.
- 1 Laser source projector with minimum 8000 ANSI Lumens. Laser source projector with 20,000 hour minimum light-source rating. No bids with "lamped" projectors will be considered. Projector must have 16:10 Native Aspect Ratio. (Digital Projection, Christie, Panasonic or similar). Projector shall be WUXGA native resolution. WXGA projector models (non-full HD) will not be considered.
- 1 Proper ratio lens for optical fill of screen surface. Lenses that require digital zoom to be utilized on the projector will not be accepted.
- 1 Projector Mount - HD for booth area mount - Unit to be installed suspended from ceiling and image will project from there to the screen. **Note:** Projector screen may be mounted a few feet upstage from house valance to allow a presenter at a podium to stand to the side of the screen while still seeing the image. Include rated rigging hardware as needed for safely mounting screen and projector with min 5:1 Safety.
- 1 Kramer HD VP-Series Scaler Switcher – Must have the following inputs, numbers: Included are minimums required: (4) HDMI, (2) VGA, and (1) DP. Outputs: (2) HDMI and (1) HDBaseT
- 1 IR repeater for booth control of projector functions
- 1 Rackmount DVD/BLU-RAY Player w/XLR audio outputs for Input to audio console (Denon or Similar)

- 1 HDMI laptop computer input at FOH desk location
- 1 HDBaseT line installed from switcher output to projector
- 1 Additional cables, connectors and hardware as needed for installation.
- 1 Labor for installation, programming, testing, tuning, and training

**General**

Design concept: Specifications are detailed only to the extent necessary to show design intent and general functionality. It is understood and agreed by the Contractor that the work herein described shall be complete in every detail to supply a complete working system.

Equipment not mentioned herein but necessary to meet this requirement, shall be provided without claim for additional payment.

All materials and equipment shall be new and of the latest design or model offered for sale by the manufacturer. If specified equipment is no longer a current model those models must be specified on the bid submittal.

Equipment models provided shall operate at the required AC line voltage and frequency of 120VAC 60HZ. Contractor shall provide quantities as indicated in the equipment list as required for a complete installation.

**Materials**

The following equipment and supplies shall be used unless another specific item listed as equipment below conflicts with these general specifications:

Mic and line level wire and cable:

Material: 22 awg 2 conductor foil shield Insulated, stranded copper, West Penn 291

Jacket: CL2 or CL3 PVC overall jacket or Plenum where required by code

Speaker Line and Cable:

Material: 14 awg 2 conductor twisted pair stranded copper, West Penn 226

Jacket: CL2 or CL3 PVC overall jacket or Plenum where required by code

DMX Signal Cable:

Material: 20 awg 2 conductor twisted pair stranded copper, Belden 110-120 ohm

Jacket: rubber overall jacket for exposed cable or Plenum where required by code

All DMX cabling end-of-runs shall be properly terminated with XLR installed resistor.

Electrical wire and cable (including grounding conductors): As follows: Where conflict exists with any codes or ordinances, such codes and ordinances shall take precedence.

Outlet Strips: Grade UL listed with appropriate surge suppression. When power distribution is needed in racks, outlet strips shall be rack mountable.

Racks/Rack Mount Panels:

Material: 11-gauge steel or 1/8" aluminum, minimum thickness

Finish: Black or to match adjacent equipment

Size: 19" wide, standard EIA mounting hole spacing, height as specified.

Spare: All provide racks shall have 20% extra rack spaces (Min of 2U)

Fill: All unused rack spaces shall be filled with blank panels.

Audio and DMX Connectors:

Material: Metal housings and connector shells where available

Finish: Silver or black

Brands: Switchcraft, Neutrik, or approved equal

**Equipment List**

The following equipment will be provided by the owner but shall be mounted, connected and adjusted by the contractor under the same provisions of this specification (including warranty of these materials).

Existing loudspeakers

Wireless microphone

Rack, etc., if desired by owner



## **Installation of Systems**

Equipment racks shall be positioned to permit full access for operation and service. Service corridor racks shall be located in front of existing junction boxes and shall be flush mounted.

Furnish and install brackets, braces and supports. Minimum fastening or support safety factor shall be at least three (3). Overhead fastening or support safety factor shall be at least five (5).

Switches, connectors, jacks, receptacles, outlets, cables and cable terminations shall be logically and permanently marked or screened.

## **Installation of Conduit**

All wiring shall be in conduit where exposure may cause wear from moving people or theatrical elements. Exceptions are short runs at equipment terminations where there is no means of connecting conduit to the equipment.

Where installed exposed, conduits shall be parallel with or at right angles to walls or ceilings and shall be supported from walls or ceilings by means of approved galvanized or iron clamps or hangers.

Minimum size conduit shall be 3/4 inch. All conduit shall be sized for maximum 40% fill or less if required by code.

## **Conduit Separation**

Wiring Groups: Sound system wiring is divided into wiring groups according to their nominal voltage levels (refer to Schedule of Terminations). The following groups should not be intermixed in a given conduit:

Group A - Microphones and other sensitive wiring. (0 to 100 millivolts).

Group B - Line level wiring. (100 millivolts to 10 volts).

Group C - Loudspeaker and control wiring. (10 or higher volts).

Group D - Telephone, video, control and digital circuits.

## **Electrical Power**

Verify that all AC power circuits designated for sound equipment are wired with correct polarity and ground. Report in writing any discrepancies found to the Owner for corrective action.

Provide distribution of electrical power within the equipment racks with a minimum of one spare AC receptacle for each six (6) in use per branch circuit with a minimum of one in all situations.

The School District (Owner) will provide electrical power to the components as needed and in the general location of the equipment use. Contractor shall submit electrical needs for installation with the bid pricing and documentation to include 3-axis location, voltage, connector type and anticipated current load if different than specifications listed herein. Where practical, equipment will daisy-chain and not require a receptacle for each device. For example, contractor should use one receptacle for each row of LED theatrical lights to not exceed 15amps at 120VAC and utilize PowerCon jumpers between lights.

## **Steel Supports**

Fabricate and install any supports so that the installation does not weaken or overload the building structure. Do not impose the weight of equipment or fixtures on supports provided for other trades or systems. No drilling or cutting of concrete or steel beams, joists or structural members, nor welding to structural steel, will be permitted except as authorized, in writing, by the Owner.

## **Wiring Methods and Practices**

Spare wire runs, equivalent to 5% (minimum of one) of those in actual use, shall be pulled to each termination location.

Splicing of cables is not permitted between terminations of specified equipment.

Do not pull wire or cable through any box fitting or enclosure where change of raceway alignment or direction occurs; do not bend conductors to tighter than manufacturer's recommended radius. Employ temporary guides, sheaves, and rollers to protect cables from excess tension, abrasion or damaging bending during installation.

Provide wire pulling lubricants and pulling tensions in accordance with the wire and cable manufacturer's recommendations.

All wires shall be permanently identified at each wire end by marking with adhesive or crimp-on markers and a chart kept of each wire's function. This applies to wire within a rack assembly as well as wire

running in conduit or other locations.

Wire ends should be wrapped with heat shrink tubing. Each shield or drain wire should be covered with heat shrink to avoid unintentional connections.

Use ring or tongue lugs on all barrier strip terminals. Do not exceed two lugs per terminal. Use crimping tools which are designed for the application or solder. Do not cut strands from conductors to fit lugs or terminals.

Form, in an orderly manner, all conductors in enclosures and boxes, wireways and wiring troughs, providing circuit and conductor identification. Tie using tie wraps of appropriate size and type. Do not tension tie wraps in such a way as to derogate the performance of CAT cables.

Provide ample service loops at each termination so that plates, panels, patch bays, and equipment can be dismantled for service and inspection.

### **Grounding**

AV system wiring shall conform to the following procedures:

AV equipment AC ground pins shall connect to AC ground.

Audio shields between AC powered pieces of equipment shall be connected to ground at one end only for balanced audio lines.

Isolate all audio system wiring from all racks, back boxes and conduit.

All metallic conduit, boxes and enclosures shall be grounded in accordance with the current National Electrical Code.

Metallic enclosures containing active equipment shall be grounded with due regard for the minimum of electrical noise. This may include the provision of grounding conductors separate from the AC ground.

### **Equipment Racks**

Racks shall be installed plumb and square without twists in the frames or variations in levels between adjacent racks.

All wire, cable, terminal blocks, wall jacks, rack mounted equipment and active slots of card frame systems shall be clearly and logically labeled as to their function, circuit, or system. Labeling on manufactured equipment shall be by engraved plastic laminate or by thermal printer on adhesive tape, with white lettering on black background or dark background that is similar to panel finish.

All system components and related wiring shall be located with due regard for the minimization of induced electro-magnetic and electrostatic noise, for the minimization of wiring length, for proper ventilation, and to provide reasonable safety and convenience for the operator.

All rack mounted equipment, with front panel controls, shall be provided with security covers, locking doors or software lock-outs, to avoid tampering with preset levels or settings. Settings that are normal user functions shall not be locked out.

### **Initial Adjustment**

Verify all circuits and extensions for correct connection, continuity, and polarity. Absolute polarity shall be maintained between all points in the system. Connector polarity shall be maintained except for termination at equipment manufactured to other standards.

Polarity for XLR style connector: Pin 2 hot, pin 3 cold, and pin 1 shield.

Polarity for TRS style connector: Tip hot, ring cold, and sleeve shield.

Make all adjustments and modifications so that the system is optimally operational.

Make all adjustments and modifications for system gain structure per recommendations of major component manufacturers and optimization of system signal to noise.

Operate system with a pink noise source at a level equal to 85db SPL at the farthest listener's seating position for a period of 15 minutes. Verify proper operation/ventilation and cooling of system before, during and after the test.

Confirm that all system outputs are free of spurious signals including oscillations and radio frequency

signals, buzzes and rattles.

Confirm that the system is free of audible clicks, pops, and other noises when any operating control is activated, including main power up and down.

Set all system equalizers and processors (including those in existing equipment) using SMAART specified in test equipment section of these specifications.

### **Installation Equipment**

All necessary tools, ladders, lifts, scaffolding, or other equipment needed for the safe installation and implementation of this specification shall be provided by the contractor unless specified otherwise in this document. Bid costs shall be turnkey to include all such items needed.

## **BIDDER REQUIREMENTS**

Successful bidder must comply with the following conditions:

### **Testing Equipment**

The following testing equipment must be available to the contractor throughout the installation and warranty periods:

Oscilloscope: 10MHz bandwidth; Sensitivity:1mV/cm.

Digital Multimeter: 1% accuracy

Function Generator: 1 MHz bandwidth; Distortion less than 1%

Real Time Analyzer: 1/3 Octave, ANSI S1.11-1971 Class II, Fourth-order, type E filter set

Pink Noise Source: 20 Hz - 20 kHz range

SMAART: Version 8 or newest available software from Rational Acoustics w/hardware

Calibrated Reference Microphone: 20 Hz - 20 kHz range

Impedance Meter: 20 Hz - 20 kHz range; 1 Ohm - 50 ohm.

RF Analyzer: Spectrum Frequency Analyzer for Wireless Frequency Coordination (Shure Wireless Workbench or Similar)

### **Execution Time Line**

Coordinate the sequence of activities to accommodate required services with a minimum of delay. Work is to be completed prior to the end of the 2018-19 School year and equipment is to be used for the year-end music program. Training will be incorporated into the rehearsals of this program. Contractor will provide 2 technicians for a rehearsal and for performances to supervise school technical staff and volunteers. This is in addition to other training listed elsewhere in this specification.

Contractor will be required to work with other contractors, trades and District personnel as other venue improvements may be performed during the same time frame.

### **Quality Assurance**

Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

Building code requirements.

Health and safety regulations.

Utility company regulations.

Police, fire department, and rescue squad rules.

Environmental protection regulations.

Drug-Free Workplace Requirements

Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

Inspections: As required, arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits from all local authorities having jurisdiction at this site location.

### **Project Conditions**

Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures.

Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Dispose of material lawfully.

Smoking is not allowed in any District buildings or on the grounds of any District building.

**Instruction**

Provide ten (10) hours of initial instruction to the owner's staff and an additional four (4) hours of follow-up training between sixty (60) and ninety (90) days after job completion. Instruction should include but not be limited to the following:

- Startup.
- Shutdown.
- Emergency procedures (system is not designed for emergency operations)
- Functional system overview
- User operations
- Programming and creating new cues or settings
- Recalling previously recorded cues or settings
- Periodic user maintenance

Note that training may be required to be conducted after normal business hours or on weekends as many of the AV staff members may be part-time and employed at other locations during the day. Contractor shall work with venue to establish a mutually agreeable time and no additional charges can apply to training outside of normal business hours. This project includes incorporation of some existing equipment (speakers, amplifier, etc.). Due to the circumstances and tie-ins to such gear, contractor shall have expertise in the operation of existing equipment and include time to provide training on these items as well as newly installed items.

**Contractor Staff**

The following contractor staff shall be assigned to the project of the successful bidder:

Lead Installer: An experienced AV system installer who has specialized in the installation of sound and theatrical lighting systems equipment similar in type and scope required for the work of this project. Lead Install shall have active CTS certification.

Project Supervisor: Shall have completed Syn-Aud-Con sound system design training, be CTS certified and be experienced in audio system installation, having at least ten years' experience in the design and installation of audio systems similar in type and scope required for the work of this project.

Lead Rigger: This project requires suspending equipment over people's heads and walk paths. Contractor rigger shall have completed ETCP, CM or similar extensive rigging training, having at least ten years' experience in the rigging and installation of AV systems similar in type and scope required for the work of this project.

Contractor Facilities: Permanent facilities for rack assembly, shop fabrication, component level repair and servicing of AV systems. To assure service availability, these repair facilities shall be located within seventy-five (75) miles of the installation location.

**Warranty Requirements**

Provide complete warranty on all parts and labor for a period of one (1) year from completion of work. To avoid any questions on whether faults are in the new equipment, existing equipment or workmanship, contractor shall provide a service contract on the existing equipment that is equivalent to the minimum warranty required for new equipment. Contractor may decide to replace these items with new equipment

if desired, but no bid monetary benefit will be applied.

**Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturer, and subcontractors required to countersign special warranties with the Contractor.

**Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, the contractor shall reinstate the warranty for the duration of the original warranty period.

**Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

### **Loaner Equipment**

Contractor shall maintain a supply of standard equipment identical or similar to installed equipment. Upon warranty failure of a major component, contractor shall provide loaner equipment to Owner if needed to keep the venue operational.

### **Submittals**

1. Operation and maintenance manual submittal for each electronic/electrical item used in the system.
2. Specific system operation and maintenance instructions.
3. Product Data Sheets on each component installed, where applicable.
4. Shop Drawings: System functional diagram, wire number and termination schedules, rack layout diagrams, and system settings after system adjustment.
5. All digital programming, data files, equipment settings, source code, etc., utilized in setting or tuning any component in the system. These are to be delivered on USB Key or emailed. Contractors shall be required to maintain these files off site during warranty period. Reinstalling software, programming or settings shall be included in warranty coverage during warranty period.
6. Material Safety Data Sheets on equipment or supplies where required.
7. Form of Technical Submittals: All operation manuals, maintenance manuals, operation and maintenance instructions, product data sheets, Material Safety Data Sheets, and shop drawings shall be organized provided in digital format with appropriate indexing.
8. Quick Start Instruction, maintenance to be performed often or applicable information to be posted near gear shall be laminated and posted at the proper location in the building in places approved by owner.
9. Submit written warranties to the owner prior to the completion of work. If the Owner's request a commencement date for warranties other than the date of completion of the Work, or a designated portion of the Work, submit these written warranties upon request of the Owner.
10. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the owner within 15 days of completion of that designated portion of the Work.
11. Form of Warranty Submittal: At final completion compile a digital copy of each required warranty properly executed by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence and deliver to owner's representative.

### **Warranty and Service**

All systems and components shall be guaranteed free of defects in materials and workmanship for a period of one (1) year from the date of acceptance and shall be repaired or replaced within forty-eight (48) hours following report of such defects by the owner.

The Contractor shall be available on call and on twenty-four (24) hour notice during the first year following acceptance of the system, to assist the Owner and his representatives in any problems which may arise during this initial period of operation. This telephonic support, regardless of whether the issue is user-error, shall be included as warranty work and no further billing will be allowed.

If, during the warranty period, any component is out of service for more than three (3) consecutive days

due to unavailability of parts or service, Contractor shall supply and install an identical new component. If an identical component is not available, Contractor will substitute equivalent equipment, with the approval of the Owner.

During the course of the warranty period, the Contractor shall provide a minimum of two (2) service visits to the site for inspection and adjustment of equipment.

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

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL:** Offeror shall submit a signed Cover Page, Page Two, 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; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

In addition, Offerors shall submit the following:

1. The contractor shall include a company profile with their bid. The profile will be used to determine if the contractor has the resources and experience to adequately perform the work. The profile should, at a minimum, include the following information.
  - a. Proof of years in business
  - b. The number of years the company has been engaged in the design and installation of sound equipment
  - c. A list of projects completed within the last five years similar in scope and size as specified in this solicitation
2. The contractor shall provide at least three (3) references with contact phone and email addresses for which projects similar in size and scope have been completed. Bid documents shall include proof of years in business.

**SUBMITTING REDACTED OFFERS:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit 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. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

#### **V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR: (1)** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

**QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY:** (a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

1. The system contractor shall have been in business for a minimum of 5 years and have

completed at least five projects similar in size and scope to the Work of this Project within the last five years, and be familiar and experienced in the installation of and operation of sound reinforcement, video projection and theatrical lighting systems as they relate to varied theatrical-style programs.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity.

**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 “government 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 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 District may contact and evaluate your proposed subcontractors.

## **VI. AWARD CRITERIA**

**AWARD CRITERIA-BIDS:** Award will be made to the lowest responsive and responsible bidder.

**AWARD TO ONE OFFEROR:** Award will be made to one Offeror.

## **VII. TERMS AND CONDITIONS – A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

**AFFIRMATIVE ACTION:** The successful bidder 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

the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**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.

**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 Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (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) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer or designee shall be void and of no effect.

**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 the District 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.

**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, Richland 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.

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

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

**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.

**NO INDEMNITY OR DEFENSE:** Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason anyone.

**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 the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT & INTEREST:** (a) Unless otherwise provided in this Solicitation, the District 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 the District. (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, the District 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 the District 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.

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

**PAYMENT FOR GOODS AND SERVICES:** Payment for goods and services received by the District shall be processed in accordance with the District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment.

**ITEM SUBSTITUTION:** (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

**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.

**SWMBE PARTICIPATION:** District Five of Lexington and Richland Counties encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Board of Trustees. In order to be included in this report, you must submit a copy of your certificate with your bid.

**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 the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's 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 the District to contractor, contractor shall be liable to the District 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.

**TERMINATION:** Subject to the conditions below, the District, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason.

**NON-APPROPRIATIONS:** Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**FOR CONVENIENCE:** In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

**FOR CAUSE:** Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

**DEFAULT:** In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**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.

**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.

**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 Officer has actual authority to waive any of District’s rights under this Contract. Any waiver must be in writing.

**VII. TERMS AND CONDITIONS – B. SPECIAL**

1. The contractor shall provide all design work, labor, equipment, transportation, materials and supplies necessary to perform the work.
2. The contractor shall be responsible for acquiring all permits required by local and/or state agencies and municipalities. The expense for all permits shall be incurred by the contractor.
3. The contractor shall exercise precautions at all times for the protection and safety of their employees, school staff, students, and the general public. Barricades will be provided at the contractor’s expense when work is performed in areas traversed by persons or vehicles or when deemed necessary by District Five.
4. The contractor shall be responsible for the proper disposal all debris associated with this project off site. The use of district owned waste containers is prohibited.
5. S.C. law requires that contractors awarded contracts in excess of \$5,000 be licensed by the S.C. Contractors Licensing Board if required for the project. The contractor’s S.C. General Contractor’s license number must be clearly indicated on the face of the envelope of bids exceeding this amount. Contractors must include a copy of their license(s) with their bid.
6. Insurance: Contractor shall provide and maintain during the entire performance period minimum insurance limits of **Low Risk** as shown in the Minimum Insurance Limits Guideline. Include a copy of your insurance certificate with your bid.

<u>Minimum Insurance Limits Guidelines</u>				
<u>FORM</u>	<u>BASIS</u>	<u>HIGH RISK</u>	<u>MEDIUM RISK</u>	<u>LOW RISK</u>
CGL	Occurrence	\$5 Million	\$2 Million	\$1 Million
	Aggregate	\$10 Million	\$5 Million	\$2 Million
	Products-Completed Operation Aggregate	\$10 Million	\$5 Million	\$2 Million
	Personal/Advertising Injury	\$5 Million	\$2 Million	\$1 Million
Employees Liability	BI - Occurrence	\$1 Million	\$500,000	\$250,000
	Disease - Occurrence	\$1 Million	\$500,000	\$250,000

	Disease - Aggregate	\$2 Million	\$1 Million	\$500,000
Business Automobile Liability	Occurrence	\$2 Million	\$2 Million	\$1 Million
Workers Comp		Statutory	Statutory	Statutory

**CHANGES:** (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer 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 Officer 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.

**CISG:** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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

**CONTRACTS:** Every resulting contract is subject to all terms of the district procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and the District's procurement code.

**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.

**CONTRACTOR'S LIABILITY INSURANCE(General):**

(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) The District and its 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 its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District and its 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 with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. 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 and all of its officers, officials, employees and volunteers 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.

**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. No forms of tobacco products, alcohol, and drugs are allowed on the District's premises.

**CONTRACTOR'S 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.

**CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District 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 the District without the District's written consent, except to the extent necessary to carry out the work.

**DEFAULT:** (a)(1)The District 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 District'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 Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer 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, may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, 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

Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer 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 Officer 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. The District may withhold from these amounts any sum the Procurement Officer 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 the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, 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 the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

**DEFECTIVE GOODS:** Any item delivered in an unacceptable condition will not be accepted. Successful bidder agrees to pay for return shipment of goods that arrive in a defective or inoperable condition. Offeror must agree to arrange for return shipment of damaged goods.

**DESCRIPTIVE LITERATURE – LABELING:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**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 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. [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 District Five of Lexington and Richland Counties, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.

**INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION:** (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of District information (as defined in the clause titled Information Security – Definitions) cause in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law. (b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege\_ and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent: (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. (d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**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. The District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The 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 the District. The District shall reasonably cooperate with Contractor's defense of such claim.

(b) In the event an injunction or order shall be obtained against the 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 the 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 the District. If neither (1) nor (2), above, is practical, the District may require that Contractor remove the acquired item from District, refund to the District any charges paid by District therefore, and take all steps necessary to have the 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.

**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.

**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.

**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 Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer 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 Officer, 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.

**RECORDS RETENTION AND RIGHT TO AUDIT:** The District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the

District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

**RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer 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.

**VIII. BID SCHEDULE**

**Audio Visual Upgrades at the Nursery Road Elementary School Auditorium**

Item #	Description	*Price
1	Furnish and Install Sound System	\$
2	Furnish and Install Theatrical Intercom System	\$
3	Furnish and Install Curtain System Modification/Additions	\$
4	Furnish and Install Video Projection System	\$
	Grand Total	

**\* An itemized list of prices with brand names and model numbers for each significant component must be submitted along with the bid schedule.**

**Signature of Authorized Official:** \_\_\_\_\_

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

**IX. ATTACHMENTS TO SOLICITATION**

- A. Minority Participation Affidavit
- B. Offeror's Checklist

**ATTACHMENT A**

**MINORITY PARTICIPATION AFFIDAVIT**

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 will be performed by a SC 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]

## ATTACHMENT B

### OFFEROR'S CHECKLIST AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ MAKE SURE YOUR OFFER 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: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES 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 OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER 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 QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

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 offer.

#### **SUBMIT WITH OFFER:**

1. Cover Page
2. Page 2
3. Bid Schedule and Itemized Price List
4. Minority Participation Affidavit
5. Completed W-9 (if needed)

