



**Request for Proposal:** 20-030

**Date Issued:** May 6, 2021

**Procurement Coordinator:** Greg Twitty

**Phone:** (803) 533-6549

**Fax:**

**E-Mail Address:** [greg.twitty@ocsdsc.org](mailto:greg.twitty@ocsdsc.org)

**DESCRIPTION: Sport Track Replacements 20-030**

*The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

**SUBMIT YOUR SEALED OFFER  
REFERENCING SOLICITATION NUMBER,  
DATE AND TIME OF OPENING, AND  
PROCUREMENT COORDINATOR'S NAME  
TO THE ADDRESS AT THE RIGHT:**

**MAILING AND PHYSICAL ADDRESS:**  
Orangeburg County School District  
Attn: Procurement Coordinator Greg Twitty  
102 Founders Court, Orangeburg SC 29118

**SUBMIT OFFER BY: June 8, 2021 @ 10:00 AM** (See "Deadline For Submission Of Offer" provision)

**NUMBER OF COPIES TO BE SUBMITTED: (1) original, (1) USB secure Flashdrive**

**QUESTIONS MUST BE RECEIVED BY: May 14, 2021 at 8:30 AM** (See "Questions from Offerors" provision)  
**ADDENDUM ISSUED: May 18, 2021 by 4:30 pm (If Necessary)** (See "Questions From Offerors" provision)

**CONFERENCE TYPE:** Site Visits Non-Mandatory  
**DATE & TIME:** (email for request  
[greg.twitty@ocsdsc.org](mailto:greg.twitty@ocsdsc.org))

**LOCATIONS:** Orangeburg County School District,  
Orangeburg SC 29118 (See list in SOW)

**INTENT TO AWARD  
& AWARD**

Notice of Award and/or Intent to Award maybe posted on the district website [www.ocsdsc.org](http://www.ocsdsc.org)  
June 10, 2021 by 4:30 pm

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 one hundred twenty (120) calendar days after the Opening Date.

**NAME OF OFFEROR:** (Full legal name of business submitting the offer)

**OFFEROR'S TYPE OF ENTITY:**  
(Check one)

Sole Proprietorship

AUTHORIZED SIGNATURE:  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		<input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____
TITLE: (Business title of person signing above)		
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, sole proprietorship, etc.		

### I. GENERAL INSTRUCTIONS TO OFFERORS

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding the District's intent to award a contract be posted on the district's website [www.ocsdsc.org](http://www.ocsdsc.org) on June 10, 2021 by 4:30 pm. **Copy of tabulation will be sent via email to all Offerors responding to Solicitation.**

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with Orangeburg County School District. 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 Coordinator in writing.

**BID IN ENGLISH & 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.**

(1) By submitting an offer, the offeror certifies that:

(A) 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.

(B) 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

(C) 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.

(2) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(A) 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

(B)(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.

(3) 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:

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

(D) 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.

(E) "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).

(2) Offeror shall provide immediate written notice to the Procurement Coordinator 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.

(3) If Offeror is unable to certify the representations stated in paragraph (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 Coordinator may render the Offeror non-responsible.

(4) 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 (1) 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.

(5) The certification in paragraph 1 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 Coordinator may terminate the contract resulting from this solicitation for default.

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Coordinator or his/her designee has declared that the time set for opening has arrived, shall be rejected.

**DEFINITIONS** - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

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

BOARD means the Orangeburg County School District Board of Trustees.

BUYER means the Procurement Coordinator.

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 See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Coordinator, directing the contractor to make changes which the changes clause of the contract 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.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PROCUREMENT COORDINATOR means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

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

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**DISTRICT CLOSINGS:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office 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 the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule 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.

**DRUG FREE WORK PLACE CERTIFICATION:** The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30)

**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 ACT (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 state 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 Coordinator at the same time the law requires the statement to be filed.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Coordinator. Unless specifically delegated in writing, the Procurement Coordinator is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Coordinator is an employee of Orangeburg County School District acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Orangeburg County School District.

PROCUREMENT CODE AVAILABLE: Orangeburg County School District's Procurement Code, is available at request via [greg.twitty@ocsdsc.org](mailto:greg.twitty@ocsdsc.org)

PROTESTS: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest ten (10) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Procurement Coordinator.

PROTEST – ADDRESS: Any protest must be submitted in writing to Greg Twitty Procurement Coordinator, 102 Founders Court, Orangeburg SC 29118

PUBLIC OPENING: Not applicable for this RFP

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Coordinator no later than **May 14, 2021 @ 8:30 am**. Label any communication regarding your questions with the name of the Procurement Coordinator, and the solicitation's title and number. **Oral explanations or instructions will not be binding**. All Questions will be answered via an Addendum, which will be posted on the District's website, [www.ocsdsc.org](http://www.ocsdsc.org) **May 18, 2021 by 4:30 pm**

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals 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) 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 Coordinator. (Article 5, Section 1520.13)

(c) Price Reasonableness: Any offer may be rejected if the Procurement Coordinator determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).

(d) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line 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.

**RESTRICTIONS APPLICABLE TO OFFERORS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Coordinator. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Coordinator. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Coordinator, you agree not to give anything to any other District employees, agents or officials prior to award.

**SAMPLES-TESTING:** Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

**SIGNING YOUR OFFER:** Every Offer must be signed by the individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**SUBMITTING CONFIDENTIAL INFORMATION:** 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 as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 410. 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 Article 5, Section 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 Orangeburg County School 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 (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (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 unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror’s responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Coordinator.

**UNIT PRICE:** Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

**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 the District’s Procurement Code Article 5 Section 1520.7.1.

## II. SCOPE OF WORK 20-030

### RUNNING TRACK SURFACING SCOPE OF WORK

The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of the services as desired by the District. No substitutions from specified product will be accepted.

Orangeburg County School District is seeking qualified vendors to provide and install a new running track surfacing system at the following locations:

1. Bethune Bowman High School - 4857 Charleston HWY, Rowesville, SC 29112
2. Branchville High School - 1349 Dorange Rd, Branchville, SC 29432
3. Edisto High School - 500 RM Foster Rd, Cordova, SC 29039
4. HKT High School - 7066 Norway Rd, Norway, SC 29107
5. Lake Marion High School - 3656 Tee Vee Rd, Santee, SC 29142
6. North Middle/High School - 692 Cromer Ave., North, SC 29112
7. Orangeburg Wilkinson High School - 601 Bruin PKWY, Orangeburg, SC 29118
  - Existing rubberized track

Work shall include, but not be limited to: removal/prepping of existing track surface, track surfacing and striping.

#### **Existing Track:**

Contractor is responsible to visit each site to determine the existing conditions.

- All tracks 440 yard or 400 meters will remain as they are today.

#### **Minimum Qualification Requirements:**

1. Vendor must have been business for a minimum of five (5) years.
2. Vendor must have experience for delivering a minimum three (3) outdoor NCAA or NFHS tracks in the last three (3) years.
3. The track surface manufacturer must have a minimum five (5) years of experience with the proposed track surface system.
4. The track surface installer must have experience in delivering a minimum of ten (10) outdoor NFHS tracks in the last three (3) years.

#### **Contractor Requirements:**

1. Work shall be performed in accordance with manufacturers' recommendations and with all current local codes, regulations, and installation guidelines.
2. Contractor will be required to furnish all labor, materials, necessary tools, equipment and transportation required to perform and complete all work including disposal in accordance with the requirements of this solicitation.
3. The contractor shall be responsible for instructing contractor's employees in all applicable safety measures and requirements. All equipment used by the contractor shall be in safe operating condition at all times, and shall be free from defects or wear which may in any way constitute a hazard to any person or persons on district property. The contractor shall be responsible for instructing contractor's employees to wear proper personal protective equipment while performing work under this contract.
4. The successful contractor, contractor's employees, all subcontractors and sub-subcontractors must wear some type of company uniform to be designated by the contracted vendor at all times while on district premises.
5. Contractor shall clean up all debris and materials at the end of each work day. District dumpster(s) shall not be used for trash or disposal of materials.

#### **Certifications/Documents Required with bid:**



1. A written certification from the manufacturer of both the binders and coatings verifying use in sports surfacing applications.
2. An authorized applicator certificate from the materials manufacturer.
3. Current Material Safety Data Sheets from the manufacturer of both the binders and coatings.

**QUALITY ASSURANCE**

No part of the surfacing installation will be conducted during rainfall or when rainfall is imminent. After a rainfall, sufficient time shall be given to allow the surface to dry thoroughly. Materials are to be only applied when ambient temperature is 50 degrees F and rising.

The Plexitrac Lightening Polyresin track system is the standard surface to which other surfaces must conform. A written certification from the manufacturer of both the binders and coatings verifying use in sports surfacing applications will be required. In addition, all bidding, surfacing contractors must have been in business, under the same name, for a minimum of 10 years and have successfully installed similar systems for a minimum of 5 years and is a member, in good standing, with the American Sports Builders Association.

All prospective surfacing contractors will supply, either prior to, or at the time of bid, the following submittals associated with their system:

- a) A representative sample of the product to be furnished with appropriate labeling for identification.
- b) Current Material Safety Data Sheets from the liquid manufacturer
- c) An Authorized Applicator certificate from the materials manufacturer
- d) A certificate from the manufacturer of the binders and coatings stating that the materials have been produced specifically for the use in sports surfacing construction.
- e) A complete list of materials intended to be used in the construction of the running track system. All liquid quantities will be prior to dilution
- f) A test report that the system has been tested to IAAF standards for force reduction, spike resistance, slip resistance, and modified vertical deformation.

Any materials to be submitted must be an emulsion/water based material. Any products or materials, which require petroleum solvents [ MEK, Butyl Cellusolve or Acetone] for clean up or mixing, that is considered an environmental hazard, will not acceptable.

**MATERIALS**

Court Patch Binder-	Shall comply with Specification 10.14 of California Products Corporation
CP-4125-	Latex emulsion Primer
Plexitrac Binder-	Shall comply with Specification 10.73 of California Products Corporation
Plexicolor Pigment-	Water-borne dispersed pigment for enhanced color
Plexitrac Coating-	Shall comply with Specification 10.70 of California Products Corporation
Plexitrac Line Paint-	Shall comply with Specification 10.4 of California Products Corporation
Rubber Granules-	Specifically gradated SBR and/or EPDM particles for job mixing with the Plexitrac Binder
Water-	The water to be used in the mixture must be fresh and potable

All materials to be used in the surfacing system must have Material Safety Data Sheets available on site. Materials to be used may not exceed a VOC level of 150 grams/liter nor will they have a flash point lower than 200°F.

The installer will provide to the Owner/Architect a pro forma materials list prior to the installation of the volume of materials to be used on the project. The pro forma will include the following:

- a) Surface area to receive the surfacing system. Square yards calculation will be the contractor's responsibility.
- b) Specified thickness 3/8" in.
- c) Pounds of Rubber 10.5 lb. sq./y SBR
- d) Gallons of CP-4125 (Undiluted) .04 gal/sq.y
- e) Gallons of Black Plexitrac Binder (Undiluted) 1 gal. per 18 lbs. SBR
- f) Gallons of Black Plexitrac Coating (Undiluted) .1 gal. / sq.y

The installer will furnish the Owner/Architect with a proof of delivery that the correct volume of product has been provided. All materials shall be delivered to the job site in unopened containers bearing the manufacturers label. The installer will also verify that the same manufacturer has supplied all binders and coatings. \_\_

### **FINISH SURFACE PREPARATION**

Any existing rubber surface or other track surface will be completely removed down to the asphalt base and disposed offsite. Removing of existing rubber surface with small motor grader and/or skid steer machine is acceptable. Care should be taken to not damage the asphalt base. Any damage to asphalt shall be repaired by the contractor meeting all standards required in this scope of work. Once all the rubber material is removed the entire surface should be cleaned with a high-pressure washer to remove all dirt and debris.

New asphalt shall be allowed to cure for a minimum of 14 days prior to the application of any surfacing materials.

Prior to the application of resilient surface materials, the entire surface shall be flooded and checked for depressions or irregularities in the asphalt. Any puddle area covering a nickel shall be marked and repaired with Court Patch Binder, according to California Products Specification 10.14. The asphalt surface shall not vary more than 1/4" in 10 feet, measured in any direction.

### **RESILIENT SURFACE INSTALLATION**

Install in strict accordance with the manufacturer's recommendations and instructions. Verify that the asphalt base is constructed properly prior to the installation of the resilient surface.

After the asphalt base has cured a minimum 14 day period, cleaned of all loose dirt and debris, and allowed to completely dry, apply a prime coat of CP-4125 at a rate .04 gallons (undiluted) per square yards to all areas that are to receive the resilient surface. Allow to dry thoroughly.

The resilient surfacing materials shall be applied to achieve a dense, uniform surface of not less than the specified thickness, in not less than four layers. The Plexitrac Binder must be evenly distributed amongst the rubber granules, based on the manufacturers coverage rates. (Measured in accordance with IAAF, ASTM standards) Rubber granules are to be a 1-3mm gradation. Any deviations to rubber granule sizing shall require prior approval from the manufacturer.

All material quantities are to conform to the current specification sheets provided for each individual Plexitrac System supplied by California Products Corporation. Deviations in material sizing, quantities and binders could alter the strength, longevity and performance of the surfacing system.

Prior to the application of the UV protective coatings and line marking, the surface shall be tested for the required depth using SMG FT-3 Floor Tester depth gauge. The running track oval shall be tested in no less than 100 locations. The tests shall be performed at the center of both the outer and inner lane, as well as, the center of the oval. If at least 80% of the readings do not meet the required depth, additional layers of rubber and binder will be applied until the proper depth has been achieved.

## **WARRANTY**

The finished surfacing system shall have a 5 year written warranty covering the labor and materials from the contractor and the manufacturer of the binders and coatings, respectively. The surfacing contractor must supply an authorized applicator certificate.

## **MARKINGS AND MEASUREMENTS**

Wait 48 hours after surface completion before applying line marking. The contractor shall supply all labor, materials and equipment necessary to perform the following:

- a) Locate and establish all radius points.
- b) Establish and set all necessary control points.
- c) Layout all lines and markings to within a 1/2" tolerance.
- d) Prepare all necessary drawings
- e) Provide all computations and measurements in organized form.
- f) Establish all locations on the curves using a Transit or Theodolite capable of reading direct to 20 seconds.
- g) Identify all markings, where appropriate, by painting the identification directly onto the track surface in 4" letters just below or in front of each mark in the right hand portion of the lane.
- h) Paint all of the large, 3' high, lane numbers in two (2) colors, utilizing shadowed backgrounds.
- i) All lines shall receive sufficient paint to assure complete opacity and uniformity of color.
- j) Paints shall be used directly from original containers and shall be thinned only when hot temperatures dictate thinning for smooth applications.
- k) Amount of paint used shall be as recommended by the manufacturer.
- l) The paint used shall be a 100% acrylic latex line paint, Plexicolor Line paint, made especially for the painting of lines on sports surfaces
- m) All measurements shall be made by competent, experienced and fully qualified personnel.
- n) The markings shall include all events and marks required or recommended by the National Federation of State High Schools, the NCAA, or the I.A.A.F.

## **CLEAN UP AND MAINTENANCE**

Upon completion of the work, the contractor shall remove all containers, surplus materials and debris. The site will be left in a clean orderly manner acceptable to the Owner.

Cost Sheet

School	Calculated Sq. yards	Cost
Bethune Bowman High School	_____	
Branchville High School	_____	
Edisto High School	_____	
HKT High School	_____	
Lake Marion High School	_____	
North Middle/High School	_____	
Orangeburg Wilkinson H.S.	_____	

Company Name \_\_\_\_\_

VENDOR REFERENCE LIST

VENDOR NAME: \_\_\_\_\_

**Reference 1**

Client Company Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Products/Services Provided: \_\_\_\_\_

**Reference 2**

Client Company Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Products/Services Provided: \_\_\_\_\_

**Reference 3**

Client Company Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Products/Services Provided: \_\_\_\_\_

**ADDRESS FOR SUBMITTING PURCHASE ORDERS:**

**Company Name Address**

**City/State/Zip**

**Area Code & Telephone Number Fax Number**

**Company E-mail**

**REMITTANCE ADDRESS FOR PAYMENTS (if different):**

**Company Name Remit to Address**

**City/State/Zip**

**Area Code & Telephone Number**

### III. AWARD / CONTRACT TERM

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

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the Orangeburg County School District's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

### IV. TERMS AND CONDITIONS

1. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Coordinator.
2. **BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Orangeburg County School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. **CHOICE-OF-LAW:** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Coordinator, (2) documentation regarding the clarification of an offer [Article 5, Section 1530.8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Coordinator, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Coordinator shall be void and of no effect.
5. **DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Coordinator may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
6. **DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Coordinator in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court

in the State of South Carolina. Contractor agrees that any act by Orangeburg County School District regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7. EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
8. FALSE CLAIMS: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
9. FORCE MAJURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
10. NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.
11. NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
12. PUBLICITY: Contractor shall not publish any comments or quotes by Orangeburg County School District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Coordinator.
13. PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.
14. SETOFF: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.



15. SURVIVAL OF OBLIGATION: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.
16. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
17. THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.
18. WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Coordinator has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

## **V. SPECIAL INSTRUCTIONS**

1. CHANGES:
  - (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Coordinator may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
    - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
    - (b) method of shipment or packing;
    - (c) place of delivery;
    - (d) description of services to be performed;
    - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
    - (f) place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
  - (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
  - (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Coordinator in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
  - (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
  3. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. **Orangeburg County School District shall be listed as Certificate Holder.**
  4. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:
 

<b>COMMERCIAL GENERAL LIABILITY:</b>	
General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000
 <b>BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):</b>	
Combined Single Limit	\$1,000,000
 <b>WORKERS COMPENSATION: State Statutory</b>	
Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000
- Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Orangeburg County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.
5. CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
  6. CONTRACTOR'S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7. DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.
8. DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
9. DESCRIPTIVE LITERATURE: Your offer must include manufacturer's latest literature showing complete product specifications.
10. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
11. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. INDEMNIFICATION-THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify Orangeburg County School District, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.
13. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
14. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.
16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.
17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
18. PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”: Upon request and adequate justification, the Procurement Coordinator may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for products, as determined by the Procurement Coordinator. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).
19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.
20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Coordinator may terminate this contract in whole or in part, for the convenience of the District. The Procurement Coordinator shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Coordinator may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies-The Procurement Coordinator may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Coordinator: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Coordinator, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Coordinator does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Coordinator may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Coordinator and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Coordinator shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

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

## **VI. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY**

### **Statement of Policy**

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

## **EVALUATION CRITERIA**

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

1. **Costs:** What are the total costs of the project proposed?
2. **Materials/Warranty:** *Meet the specifications needs*
3. **References/History:** Proposer's past contract management experience and references of success to programs similar to this size. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
4. **Years in business:** Needs to meet or exceed expectation with like entities.

**Grading Format** – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

### **POINT EVALUATION VALUES**

<b>CRITERION</b>	<b>POINT VALUE</b>
Cost	35
Materials/Warranty	20
References/Schools Districts	30
Years in Business	15
<b>TOTAL POINTS</b>	<b>100</b>

## PERCENTAGE GRADES

<b>GRADE</b>	<b>DESCRIPTION</b>
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.