



Solicitation #: 1910  
 Mandatory Pre-Bid: N/A  
 Bid Opening/Location: 3231 Old Furnace Rd,  
 Chesnee, SC 29323

## Request for Bid

**Description: Fire System, Fire Extinguisher, Hood System & Sprinkler System Inspections**  
**Issue Date: March 5, 2019**

Bids Due: March 20, 2019 2:00PM

Submit questions to: Kacey Austin – 864-515-5135 or [Kacey.austin@spart2.org](mailto:Kacey.austin@spart2.org)  
**QUESTIONS MUST BE RECEIVED BY: March 13, 2019 5:00PM**

**Mail/Hand Carry Bid To -** Spartanburg School District Two  
 (No Electronic/Facsimile Submissions) Attn: Kacey Austin  
 3231 Old Furnace Road  
 Chesnee, SC 29323

**NUMBER OF COPIES TO BE SUBMITTED: One (1) Original, One (1) Copy**

\*\*\*Solicitation Number and Opening Date must be shown on sealed envelope\*\*\*

The award, this solicitation, any amendments, and any related notices will be posted on our website -  
<http://www.spart2.org/departments/finance/procurement/>

### Must Be Signed to be Valid

Authorized Signature		Printed Name/Title		Date	
Company Name			State Vendor No. (If Known)		
Mailing Address			Social Security or Federal Tax No.		
City		State		Zip	
Phone Number		Fax Number		Email Address	
Buyer Signature and Date (District Use Only)				Purchase Order Number (District Use Only)	

SC Certified Minority Vendor? Yes or No (circle one)

**ACKNOWLEDGEMENT OF AMENDMENTS:** Acknowledge receipt of amendments by initialing below.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

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#### **I. SCOPE OF SOLICITATION**

Spartanburg School District Two (hereinafter, “the District”) invites all qualified providers to submit sealed bids for the inspection of fire systems, fire extinguishers, hood systems and sprinkler systems , complying with the enclosed description and/or specifications and conditions for this solicitation.

Spartanburg County School District 2 is located in the northwestern part of Spartanburg County, and includes the Town of Chesnee and the communities of Boiling Springs, Fingerville, and Mayo. A small portion of the District is located in Cherokee County. The District encompasses a land area of approximately 134 square miles. The District is made up of 2 high schools, 1 ninth grade facility, 3 middle schools, 1 intermediate school, and 8 elementary schools. The District currently has an annual budget of over \$78 million, and over 10,000 students including pre-K, and employs approximately 1,250 employees.

MAXIMUM CONTRACT PERIOD (ESTIMATED): May 15, 2019-May 14, 2020 with four one-year renewals available, not to exceed May 14, 2024

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. (Extensions beyond a 5-year contract period must be approved by the Superintendent)

#### **II. INSTRUCTIONS TO OFFERORS**

##### **A. GENERAL INSTRUCTIONS TO OFFERORS**

**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 Spartanburg School District Two Board of Trustees

BUYER means the Procurement Officer.

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 Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer 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 OFFICER means the person, or his successor, identified as such on the Cover Page.

RESPONSIBLE Bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance, which may be substantiated by past performance RESPONSIVE Bidder means a person who has submitted a bid or offer, which conforms in all material aspects to the invitation for bids or request for proposals.

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

YOU and YOUR means Offeror.

**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 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 the District's intent to award a contract will be posted on the District Website – <https://www.spart2.org/departments/finance/procurement>. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with Spartanburg School District Two. 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 & DOLLARS:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:** By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- (a)(1)(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), Offeror 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 non- responsible.

(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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default..

**CODE OF LAWS AVAILABLE:** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**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 Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected, unless the offer has been delivered to the designated procurement office or the District's mail room, where confirmation can be authenticated by a third party method, prior to bid opening

**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.

**DISTRICT REGULATIONS:** The bidder(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. All representatives of winning bidder must display identification tags (picture ID) at all times while on school grounds.

**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.

**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.

**PROCUREMENT AUTHORITY:** (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer

is an employee of the Spartanburg School District Two 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 Spartanburg School District Two.

**PROCUREMENT CODE AVAILABLE:** The Spartanburg School District Two's Procurement Code, is available at <https://www.spart2.org/departments/finance/procurement>.

**PROTESTS:** (a) Solicitation - 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.

(b) Intent to Award - 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, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

**PROTEST- ADDRESS:** Any protest must be submitted in writing to the Chief Finance Officer, Kelly Richardson, 3231 Old Furnace Rd, Chesnee, SC 29323, or to [Kelly.richardson@spart2.org](mailto:Kelly.richardson@spart2.org)

**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 offerer 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 Officer no later than the end of business (4:30 PM, EST) of the submission date 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. (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, which unnecessarily or inappropriately limits full and open competition.

**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 Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- c. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- 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 Officer. 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 Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

**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 has been 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 Section 11-35-410. 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 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 Spartanburg School District Two, 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 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 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 Officer.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC- 2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business

Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

**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.

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

**PRE-BID CONFERENCE/SITE VISITS:** The District believes all information presented in this solicitation to be true and accurate. It is the Bidders' responsibility to ensure that they familiarize themselves with all equipment and any conditions which may affect their response, performance, and bid prices. Submission of a bid will be evidence that the Bidder did, in fact, make a site inspection and is aware of all conditions affecting their response, subsequent performance, and price. Contractors wishing to schedule a site visit may contact Keith Holden, Maintenance Director at 864-599-1365.

**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 this 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.

## **III. SCOPE OF WORK/SPECIFICATIONS**

It is the intent of the Spartanburg School District Two (hereinafter referred to as the "District") Procurement Office, to solicit sealed bids for the **provision of Fire Alarm System, Sprinkler Systems, Hood Systems and Portable Fire Extinguisher Inspection, Testing, and Maintenance Services, District Wide**, as scheduled and/or required.

All responses must be complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the response fails to conform to the essential requirements of the RFB, the District and the District alone will be the judge as to whether that variance is significant enough to consider the RFB non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFB documents, including any attachments and amendments, and the successful offeror's signed offer.

### **SPECIFICATIONS**

The Contractor (hereinafter, the term Contractor shall refer to the firm of award) will be responsible for providing all materials, supplies, parts, tools, equipment, labor, supervision and transportation necessary to perform the services under this contract as follows:

#### **A. TEST AND INSPECTION OF FIRE ALARM SYSTEMS AND SPRINKLER SYSTEMS**

1. Contractor must provide an annual test and inspect program of the fire alarm systems and sprinkler systems at the sites referenced on Bid Response Form Page 1 under Fire Alarm System and Sprinkler Systems. The test and inspect program may constitute several site visits by the Contractor if devices are not found to be in proper working order on the initial visit. The District expects a lump sum fee which would cover the test and inspect of the systems until they are fully operational.
2. The successful Contractor shall be a licensed "Fire Alarm System Business Contractor", shall possess a valid and current "SC Fire Alarm System Contractor's License" issued by the South Carolina Department of Labor, License and Regulation (LLR) Contractor Licensing Board, and shall employ on a full time basis two or more employees who hold

National Institute for the Certification of Engineering Technologies (NICET) Level II Technician certifications. Additionally, for the Fire Sprinkler Systems specified herein, the Contractor shall be a licensed "Fire Sprinkler Contractor", shall possess a valid and current "SC Fire Sprinkler Contractor's License" issued by the SC LLR Contractor Licensing Board, and shall employ on a full time basis two or more employees who hold NICET Level III or IV Technician certifications. All contractor employees performing work under this contract must be thoroughly trained and experienced service technicians certified to inspect, test and repair the specified systems. The Contractor shall bear the cost of securing all required licenses, permits, registrations and certifications and for the payment of any/all applicable fees and/or taxes required to perform the services under the contract. **Copies of bidding firm's Contractor's license(s) and employee licenses, permits or certifications must be submitted with the bid package or the bid may not be considered.**

3. The successful Contractor shall ensure compliance with all applicable federal, state, county, municipal and local statutes, regulations, standards, codes, and ordinances while performing the services required under this contract including, but not limited to ANSI and OSHA standards, International Fire Code, Standard Fire Prevention Code, NFPA Standard 72-National Fire Alarm and Signaling Code, NFPA 25-Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, and NFPA 70-National Electrical Code. The latest edition(s) or when applicable, edition(s) as adopted by the local authority having jurisdiction shall apply. It shall be the responsibility of the Contractor to remain fully informed of existing and future federal, state, county, municipal and local statutes, regulations, standards, codes and ordinances pertaining to the services to be performed under this contract. Ignorance on the part of the Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said statutes, regulations, standards, codes and ordinances.
4. Tests shall be scheduled in advance and at the convenience of District staff. The District distinctly prefers testing occur during the summer months to minimize disruption of normal school activities. Contractor will receive assistance from the District's Facilities staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas.
5. Inspection and testing shall be performed on all fire alarm system equipment and components thereof, including but not limited to, control equipment, emergency communications equipment, annunciators, alarm initiating devices, alarm indicating appliances and supervising station transmitters and receivers. All equipment, devices, appliances and components shall be inspected and tested to ensure that all electronic and mechanical components are in good repair and functioning properly. Fire alarm system inspection and testing service shall include, but is not limited to, the following actions (as applicable to the system being inspected and tested):
  - a. Ensure system is in service prior to inspection and testing.
  - b. Identify and document any potentially detrimental site and environmental condition(s) that could compromise the performance of mechanical and/or electronic components of the system.
  - c. Ensure that the system is adequate and suitable in terms of general occupancy environment, operations and conditions of the facility.
  - d. Ensure that any changes or modifications that have been made to the system are adequate and satisfactory.
  - e. Visually inspect and functionally test the condition of all control equipment, including but not limited to control/remote panels, fuses, interfaced equipment, lamps, LEDs and primary power supplies.
    - i. Control equipment shall be inspected and tested to verify correct receipt of alarm, supervisory, and trouble signals (inputs), operation of evacuation signals and auxiliary functions (outputs), circuit supervision including detection of open circuits and ground faults, and power supply for detection of loss of AC power and disconnection of secondary batteries.
    - ii. Inspect and test control unit trouble signals:
      1. Operation of panel trouble signals shall be verified for proper operation as well as the ring-back feature for systems using a trouble-silencing switch that requires resetting.
      2. Disconnect/isolating switches shall be tested to ensure they are performing as intended.
      3. When the system has a ground-fault monitoring circuit, the occurrence of ground fault indications shall be verified whenever any installation conductor is grounded.
      4. Transmission of signals to off-premise locations shall be tested with the monitoring company.
      5. An initiating device shall be actuated and receipt of alarm signal at the off-premises location shall be verified.
      6. A trouble condition shall be created and receipt of the trouble signal at the off-premises location shall be verified.
      7. A supervisory device shall be actuated and receipt of the supervisory signal at the off-premises location shall be verified.
      8. When the transmission carrier is capable of operation under a single or multiple fault condition, an initiating device shall be activated during such fault condition and receipt of a trouble signal at the off-premises location shall be verified, in addition to the alarm signal.
      9. Fiber optic transmission lines shall be tested in accordance with the manufacturer's instructions. The relative figure for each line shall be recorded in the fire alarm control panel.
      10. Each initiating device, indicating appliance and signaling line circuit shall be tested for correct indication at the control unit.



- a. The rating of fuses shall be verified.
- b. The integrity of single or multiple circuits providing interface between two or more controls panels shall be verified. Test interfaced equipment connections by operating or simulating operation of the equipment being supervised. Signals requiring transmission shall be verified at the control panel.
- c. Lamps and LEDs shall be illuminated.
- d. All secondary (standby power) shall be disconnected and tested under maximum load, including all alarm appliances requiring simultaneous operation. All secondary (standby) power shall be reconnected at end of test. Each redundant power supply shall be tested separately.
- e. On all facility alarm system and monitoring station system visually inspect batteries for corrosion or leakage, check battery date and ensure that connections are tight. Check the electrolyte level in lead-acid batteries. Perform appropriate tests such as charger, discharge, load voltage or specific gravity tests on lead-acid, sealed lead-acid or nickel-cadmium batteries. Batteries shall be replaced in accordance with the alarm equipment manufacturer's recommendations or when the recharged battery voltage/current falls below the manufacturer's recommendations. All replacements, noting location and reason for replacement shall be included in the inspection and test report.
- f. Inspect lightning protection equipment such as transient suppressors.
- g. Inspect and test emergency communications equipment:
  - i. Amplifier/tone generators shall be tested by verifying correct switching and operation of backup equipment.
  - ii. Call-in signal silence function shall be operated and receipt of correct audible and visual signals at control panel shall be verified.
  - iii. Off-hook indicator (ring down) shall be tested by installing phone set or removing phone from the hook and verifying receipt of the signal at the control panel.
  - iv. Phone jacks shall be visually inspected and communications path through jack shall be initiated.
  - v. All phone sets shall be activated and verified to be operating correctly.
  - vi. System performance shall be tested by operating handsets simultaneously and verifying that voice quality and clarity are good.
- f. Visually inspect and test all annunciators and zones by tripping detector. Perform lamp test, initiate trouble test to remote trouble indicator and test trouble ring-back. If provided, the correct operation of annunciators shall be tested under fault conditions.
- g. Visually inspect and functionally test all initiating devices:
  - i. Restorable and non-restorable-type link electromechanical releasing devices shall be tested for correct operation by removal of the fusible link and operation of the associated devices.
  - ii. Air sampling tests shall be performed, detector alarm response verified through the end sampling port on each pipe run and airflow through all other ports shall be verified.
  - iii. Air duct detectors shall be inspected and tested to ensure that the device will sample the air stream.
  - iv. Heat detectors shall be inspected and tested using test methods appropriate for the type of heat detector to be tested. A test method shall be used that will not damage non-restorable fixed-temperature elements of a combination rate of rise/fixed-temperature element detector. Two or more restorable fixed-temperature, spot-type heat detectors shall be tested on each initiating circuit annually. Different detectors shall be tested each year and each detector shall be tested within a five (5) year period.
  - v. Radiant energy fire detectors (flame and spark/ember) shall be sensitivity tested to ensure that each detector is operating correctly.
  - vi. Smoke detectors/alarms shall be inspected and tested. Sensitivity tests shall be performed as required using proper test methods. Sensitivity shall not be tested/measured using any device that administers an unmeasured concentration of smoke or other aerosol into the detector/alarm.
  - vii. Projected beam type detectors shall be tested by introducing smoke, other aerosol or an optical filter into the beam path.
  - viii. Fire alarm boxes (pull stations), both manual and key-operated pre-signal types, shall be tested for proper operation.
  - ix. Water-flow devices and supervisory initiating devices including, but not limited to, control valve, tamper, room/water temperature, water level and low-pressure alarm switches shall be inspected and tested and receipt of signals verified.
- h. Inspect and functionally test all alarm indicating appliances including supervised, audible (such as bells, horns, chimes), audible textural (appliances that convey voice messages) and visible (such as strobe) devices to ensure they are operating properly. The sound pressure of audible and audible textural devices shall be measured and

recorded. Audible information shall be verified to be distinguishable and understandable. Visible appliances shall be inspected to ensure that they are in the proper locations and functionally tested to ensure that each appliance flashes properly.

- i. Inspect and perform tests on supervising station fire alarm system transmitters and supervising station fire alarm system receivers. Tests shall be performed on all system functions and features to ensure correct operation. Initiating devices shall be activated and receipt of the correct initiating device signal shall be verified at the supervising station. Upon completion of the tests the system shall be restored to its functional operating condition. When test jacks are used, the first and last tests shall be made without the use of the test jack. Other tests that are required and are specific to the type of transmitter/receiver being tested shall also be performed.
  - j. Test door holders ensuring door release devices including closers and latches are operating normally.
  - k. Test elevator recall relay ensuring relays to primary and alternate floors are operating normally and elevator restarts from fire shutdown service automatically.
  - l. Test HVAC smoke dampers/detector outputs to ensure air handler shutdown is normal and air handler(s) restart from shutdown automatically.
  - m. When authorized to do so, complete any necessary repairs and replace parts as required.
  - n. Ensure alarm panels are cleared and system is returned to normal operation.
  - o. Complete results of the inspection and testing shall be recorded on an NFPA acceptable Inspection and Testing Form. The form shall include for all accessible equipment, devices, appliances and components the type of inspection/testing performed (visual/functional/both), applicable voltages, locations of each initiating device and indicating appliance tested including system address or zone location and the test results. When the operation of a device, circuit or control panel function is simulated, documentation shall reflect that the operation was simulated and shall indicate by whom it was simulated.
  - p. Any/all problems found and the cost to correct must be given to the Maintenance Director.
6. Inspection and testing shall be performed on all fire sprinkler system equipment and components thereof, including, but not limited to, sprinkler heads, piping, hangers/braces, valves, gauges, fire department connections and supervisory and water flow devices. All equipment, devices and components shall be inspected and tested to ensure that all electronic and mechanical components are in good repair and functioning properly. Fire sprinkler system inspection and testing service shall include, but is not limited to the following actions (as applicable to the system being inspected and tested):
- a. Identify and document any potentially detrimental site/environmental condition(s)/clearance issue(s) that could compromise the performance of mechanical and/or electronic components of the system.
  - b. Inquire about changes in building status that may affect the performance or reliability of the system.
  - c. Ensure that any changes or modifications that have been made to the sprinkler system are adequate and satisfactory.
  - d. Ensure that storage of combustibles within the facility is proper in relation to the fire sprinkler system.
  - e. Inspect building to ensure that system is adequately protected against freezing weather.
  - f. Inspect all accessible sprinkler heads for adequate clearance and condition to allow for proper spray pattern activation and distribution. Sprinklers shall be checked for proper type and temperature rating, proper installation, obstructions, physical damage/leakage, corrosion, loading, foreign materials and paint. Testing shall be performed when required.
  - g. Check supply of spare sprinkler heads for proper types and quantities and ensure wrench for each type sprinkler head is on hand.
  - h. Inspect the condition of visible and accessible sprinkler pipes and fittings to ensure that they are in good condition, free from mechanical damage, leakage, corrosion, misalignment and have no external loads of materials resting or hung from the pipes.
  - i. Inspect hangers and seismic braces to ensure that they are not damaged or loose.
  - j. Inspect hydraulic nameplate to ensure that it is legible and securely attached to the sprinkler riser.
  - k. Inspect post indicator valves to ensure they are in good condition and test by opening valve until spring or torsion is felt in the rod to ensure that rod has not become detached from the valve. Valve shall be backed one-quarter turn from the fully open position to prevent jamming.
  - l. Inspect control valves to ensure that they are accessible, in good condition, in the normal open or closed position, properly sealed, locked or supervised, free from external leaks, and are marked with appropriate signage identifying the system or portion of the system that the valve controls. Each control valve shall be operated through its full range and returned to its normal position. Yoke valves shall be completely closed and reopened to test valve operation. OS&Y valves shall be backed one-quarter turn from the fully open position to prevent jamming.
  - m. Inspect alarm valves externally to ensure valves are in good condition and have no physical damage, are in the appropriate open or closed position, gauges indicate normal supply water pressure is being maintained and the retarding chamber or alarm drains are not leaking. Unless tests indicate a greater frequency is necessary, valves shall be inspected internally every five (5) years to ensure all internal parts (strainers, filters and restriction orifices) operate correctly, move freely and are in good condition.
  - n. Inspect check valves to ensure that they are in good condition and are not leaking. Check valves shall be inspected internally every five (5) years to ensure that all internal components operate correctly, move freely

- and are in good condition.
  - o. Inspect pressure reducing/pressure relief control valves to ensure that valves are in good condition, handwheels are not broken or missing, valves are in the open position, are not leaking and are maintaining downstream/upstream pressures per design criteria. Perform partial flow tests annually to move the valves from their seats. Full flow tests shall be performed every five (5) years, compared to previous test results and adjustments made if necessary.
  - p. Inspect drain valves and related equipment.
  - q. Inspect system gauges to ensure that they are in good condition and normal pressure is being maintained. Gauges shall be replaced every five (5) years or tested every five (5) years by comparison with a calibrated gauge.
  - r. Inspect and test valve supervisory switches to ensure a distinctive signal indicates movement from the valve's normal position or when the stem of the valve has moved from its normal position. The signal shall be restored only at the normal position.
  - s. Inspect and test water-flow alarm devices including, but not limited to mechanical water motor gongs, pressure switch and vane-types to ensure they are in good repair and operating correctly.
  - t. Check fire department hose connections to ensure that they are visible and accessible, caps/plugs are in place and are not damaged, couplings/swivels are not damaged and rotate smoothly, threads are in good condition, gaskets are in place and in good condition, check valve is tight and is not leaking, automatic drain valve and clappers are in place and operating properly and identification signs are in place. When caps/plugs are missing, the interior of the connection shall be inspected for obstructions and the clapper shall be checked to ensure it is operational over its full range.
  - u. Inspect and test dry pipe portions of the system (where applicable):
    - i. Inspect valve enclosures and heating equipment to ensure that they are in satisfactory condition. If installed in valve enclosures, low temperature alarms shall be inspected and tested at the beginning of the heating season.
    - ii. Inspect gauges to ensure that the gauges on the supply side of the dry pipe valves indicate normal supply water pressures are being maintained and gauges on the system side of the valves indicate that the proper ratio of air/nitrogen pressure to water supply pressure is being maintained. Gauges on quick-opening devices shall indicate the same pressure as gauges on the system side of the valve.
    - iii. Inspect low air/nitrogen pressure alarms.
    - iv. Inspect dry pipe valves externally to ensure they are free of physical damage, trim valves are in appropriate open or closed position and intermediate chambers are not leaking. Strainers, filters and restricted orifices shall be inspected internally every five (5) years unless tests indicate a greater frequency is necessary.
    - v. Test priming water level to ensure it returns to normal.
    - vi. Perform trip tests on dry pipe valves with the control valve partially open and compare with previous trip test results. Every three (3) years the dry pipe valve shall be trip tested with the control valve fully open and the quick-opening device, if provided, in service.
    - vii. Test automatic air pressure maintenance devices during the dry pipe valve trip test.
    - viii. Test quick-opening devices.
    - ix. Drain low points after each operation and before the onset of freezing weather conditions.
    - x. Complete and attach tag to valve showing date of trip test, company name and name of company employee performing the test.
  - v. Conduct main drain tests at each riser to determine whether there has been a change in condition of the water supply piping and control valves. Ensure adequate drainage is provided prior to performing tests.
  - w. Tag devices when required.
  - x. When authorized to do so, complete any necessary repairs and replace parts as required.
  - y. Ensure alarm panels are cleared and system is returned to normal operation.
  - z. Complete results of the inspection and testing performed shall be recorded on an NFPA acceptable Inspection and Testing Form. Information to be documented shall include, but is not limited to, type of device inspected/tested, location of device, type of inspection/testing performed (visual/functional/both) and applicable flow rates/pressure readings. Any/all problems found and the corrective action taken or recommended in accordance with recognized procedures for care and maintenance shall be fully explained on the form. The form shall also contain the name of the company, name of the company employee performing the services and the signature of an authorized City facility representative acknowledging satisfactory completion of the services.
7. Repair of non-operational components: Any devices which did not respond or operate appropriately during the test and inspect program **must be repaired or replaced by the awarded contractor during the inspection process**. The cost of these repairs or replacement will be considered as costs included in the Repair and Maintenance program described below.
8. Additions and/or deletions of alarm systems and sprinkler systems may be made to this contract, depending upon

requirements. This will be done by negotiations on an individual system basis at the same price bid for comparable sized systems.

**B. REPAIR AND MAINTENANCE PROGRAM FOR FIRE ALARM SYSTEMS**

1. Contractor must provide a repair and maintenance program for the fire alarm systems and sprinkler systems at the sites referenced on the Bid Form Page 1, Fire Alarm System and Sprinkler Systems. The District expects a lump sum annual fee which would cover the repair and maintenance required to ensure the system is fully operational at all times. This shall be interpreted to include all panels and peripheral devices currently connected to each facility's Fire Alarm – Life Safety System and Sprinkler System, where applicable.
2. Contractor shall be responsible for all normal wear and tear – the cost of such to be included in annual contract cost. Misuse by the District, vandalism and acts of God will not be the contractor's responsibility.
3. Contractor must supply **original OEM compatible devices**, when available, to those that currently exist at all District sites.
4. Contractor must provide a properly trained/qualified workforce with all necessary tools and materials to perform requirements as stated in solicitation.
5. Contractor shall perform all required work in such a manner as to minimize the disruption of the daily operation of the affected schools.
6. Contractor must obtain an authorized signature on work order on site to acknowledge work performed and the satisfactory completion of.
7. Contractor must be able to meet a **maximum 24 hour response time** from the placement of service request.
8. Contractor must be able to meet a **maximum 4 hour response time** from the placement of service request for a full system failure, 24 hours per day, 7 days per week (inclusive of holidays).
9. Contractor must possess proper testing equipment and current revisions of applicable software. If requested, Contractor shall be able to provide proof of legal ownership and licensing of any proprietary software.
10. Contractor must be able to demonstrate proficiency in the following areas through references from customers similar in nature and size to the District:
  - a. Proper power up/power down and reset procedures necessary to ensure that no damage would result to the Central Processing Unit, and/or associated control and monitoring equipment
  - b. Backup of software and reprogramming of system due to software failure, or parts/device replacement

**C. PORTABLE FIRE EXTINGUISHERS**

1. Contractor must provide an inspection and repair/maintenance program for the portable fire extinguishers referenced in Attachment I. The District expects a unique, average fee for the inspection of all types of portable extinguishers with additional material costs for any repairs/maintenance as required. Material and recharging costs for portable fire extinguishers will be considered in the award.
2. Contractor must provide a properly trained/qualified workforce with all necessary tools and materials to complete work scope as defined in solicitation.
3. Contractor shall perform all required work in such a manner as to minimize the disruption of the daily operation of the affected schools.
4. Contractor shall ensure, during inspection program, that extinguishers are suitably located, charged and in proper working order as well as verifying the use class as being appropriate for the apparent need.
5. Inspection - It shall be the responsibility of the contractor to inspect each fire extinguisher to ensure that it is fully charged and operable. Inspection shall be at least one (1) time per year.
6. Schedule – All inspections shall be scheduled in advance and at the convenience of our staff. Inspections shall be scheduled through the District Maintenance Director and respective school personnel. The District distinctly prefers testing occur during the summer months to minimize disruption of normal school activities.
7. Upon each inspection, the owner is obligated to provide the contractor with specific locations of all extinguishers to be inspected.
8. Inspections must determine the following:
  - a. Extinguisher is in designated place and properly hung
  - b. Check gauge pressure
  - c. Check condition of gauge and its compatibility with the extinguisher
  - d. Check the weight of the extinguisher
  - e. Check that the last hydro-testing test date is within code requirements
  - f. Check the last 6 year maintenance inspection, if applicable
  - g. Check the valve and shell for damage or corrosion
  - h. Remove the hose and inspect it for cracks or splits
  - i. Check the hose threads for signs of wear
  - j. Check the condition of the discharge horn
  - k. Check for obstructions that interfere with accessibility of the extinguisher
  - l. Break the seal and remove the locking pin
  - m. Check the upper and lower handles

- n. Replace the locking pin and reseal the extinguisher
  - o. Check the valve opening for powder or any foreign matter
  - p. For dry extinguishers, fluff the powder by turning the unit upside down and tapping with a rubber hammer
  - q. Clean the shell with spray cleaner
  - r. Return the hose to its proper position
  - s. Check condition of the hose/horn retention band
  - t. Check unit's classification is properly identified with the appropriate decal
  - u. Check that the operating instructions are clean and legible
  - v. Tag the extinguisher properly
  - w. Survey the hazard area to verify that the unit classification corresponds to the hazard
  - x. Check that the unit is properly located within the normal path of travel, at a conspicuous height
  - y. Check that the unit is visible and unobstructed
9. Recharging - The extinguisher(s) to be recharged must be replaced with a spare (from school/office inventory) if available. If no spare units are available, the contractor must return the recharged unit within a twenty four (24) hour period or provide loaned extinguisher coverage.
  10. Contractor must allow the owner to keep no less than 75% of extinguisher(s) on the premises at all times.
  11. Extinguisher must be returned to the same location found, after recharging or testing.
  12. If it is determined upon inspection or recharging, that an extinguisher needs any replacement parts, the contractor will advise the District, of what part(s) is/are needed. The Contractor will inform the District if the cost of repairs will exceed 50% of the cost of a new extinguisher.
  13. The date of inspection and/or recharge and the initials of the contractor's representative must be recorded on a tag or label affixed to the extinguisher and must be clearly visible. No metal stamping will be accepted.
  14. Hydrostatic Testing Schedule - The Contractor, upon award of contract, will provide the District with a schedule of when all extinguishers, which require hydrostatic testing, are due to be performed.
  15. Recharging must include the following, at a minimum:
    - a. Discharge remaining dry chemical from canister.
    - b. Remove valve from canister.
    - c. Remove valve stem, siphon tube and spring from valve body.
    - d. Clean all parts along with valve body thoroughly removing all packed dry chemical from vital areas.
    - e. Refill canister with correct dry chemical to eliminate lumped, caked and damp dry chemical noting possible improper past recharging agent used.
    - f. Examine "O" rings for wear and size. Replace as necessary.
    - g. Lubricate all "O" rings, sealing surfaces, and moving parts.
    - h. Reassemble valve.
    - i. Replace valve into canister and pressurize to correct operating pressure using moisture trap with nitrogen.
    - j. Submerge entire canister into H2O to check for any possible leaks.
    - k. Replace nozzle or hose assembly, seal valve and tag extinguisher showing date and type of extinguisher with durable tag (plastic).
  16. Contractor shall have the facilities and personnel to accept service calls directly from each school/office location and shall respond to any required needs regarding recharging with a two (2) calendar day response time.
  17. Documentation – Submittal reports shall include, at a minimum, the following:
    - a. Test results shall be recorded to include all necessary repairs.
    - b. Any discrepancies found that need to be addressed by District personnel shall be noted individually and on a separate summary page.
    - c. Signature of District site personnel acknowledging work performed.
    - d. A schedule of when all portable fire extinguishers will need to be hydrostatically tested.
    - e. All reports shall be signed by technician performing the test/inspection. All reports shall be submitted to the District Maintenance Director within five (5) working days following completion. Contractor shall maintain copies of all such reports for a minimum of five (5) years.

**D. KITCHEN AND CULINARY ARTS FIRE HOOD SUPPRESSION SYSTEMS**

1. Contractor must provide a semi-annual inspection and repair/maintenance program, as per fire code requirements, for the kitchen and culinary arts classroom fire suppression systems as referenced in Attachment I. The District expects a unique, average fee for the inspection of each system at each site, with additional material costs for any repairs/maintenance as required. Material costs shall be billed at a competitive industry standard rate when applicable. Material costs for fire suppressions systems shall not impact contract award.
2. Contractor must provide a properly trained/qualified workforce with all necessary tools and materials to complete work scope as defined in solicitation.
3. Contractor shall perform all required work in such a manner as to minimize the disruption of the daily operation of the affected schools.

4. Schedule – All inspections shall be scheduled in advance and at the convenience of our staff. Inspections shall be scheduled through the District Maintenance Director. The District distinctly prefers testing occur during the winter and summer months to minimize disruption of normal school activities.
5. Inspections must determine, at a minimum, the following:
  - a. Whether the system is in service and in satisfactory condition in accordance with NFPA standards
  - b. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components
  - c. Test remote pulls for condition and operation
  - d. Perform an automatic trip test for the system
  - e. Test manual release of the system
  - f. Verify mechanical operation of the system
  - g. Verify the electrical shutoff function
  - h. Replace fusible links (replacement links must be State Fire Marshall approved)
  - i. Links removed from system shall be attached to pull stations for inspection by Fire Marshall
  - j. Check system components for cleanliness
  - k. Install new tamper seals
  - l. Remove and inspect suppression agent cylinder
  - m. Verify the cylinder/cartridge pressure, agent weight and condition
  - n. Check that the last hydro-testing test date is within code requirements
  - o. Inspect and verify piping/bracing to manufacturer’s specifications
  - p. Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow off caps intact
  - q. Verify owner’s manual is available on site
  - r. Verify that proper portable fire extinguishers are available in an easily seen, accessible location
  - s. Inquire about general occupancy relating to the kitchen fire suppression system in accordance with NFPA standards
  - t. Inspect for any changes in the hazard area that may affect the performance and reliability of the fire suppression system
  - u. Tag devices as required and perform all required record-keeping
6. Documentation – Submittal reports shall include, at a minimum, the following:
  - a. Test results shall be recorded to include all necessary repairs
  - b. Any discrepancies found that need to be addressed by District personnel shall be noted individually and on a separate summary page
  - c. Signature of site personnel acknowledging work performed. All reports shall be signed by technician performing the test/inspection. All reports shall be submitted to the District Maintenance Director within five (5) working days following completion. Contractor shall maintain copies of all such reports for a minimum of five (5) years.
  - d. A schedule of when hood suppression systems will need to be hydrostatically tested.

**E. ADDITIONAL INFORMATION**

1. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing.
2. Vehicles used by the Contractor shall be clearly identified with company logo.
3. The Contractor shall observe all safety precautions throughout performance of this contract. All work shall comply with applicable school safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.
4. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
5. A summary invoice shall be mailed within 30 days following any test and inspect site visit to the District’s Maintenance Office. Invoices shall clearly denote the service provided and the applicable school location as well as the cost per location. Copies of all signed work orders must be included as attached documentation to the invoice. Any services charged without a work order as supporting documentation will not be paid.
6. A summary invoice for the annual repair and maintenance program must be mailed to the District’s Maintenance Office upon award of the contract by the District. The District will make payment by fiscal year (July 1 through June 30). Invoices shall clearly denote the service provided and the applicable school location as well as the cost per location.
7. A detailed invoice for the inspection of portable fire extinguisher and any subsequent repairs/maintenance must be mailed to the District’s Procurement Office within thirty (30) days of services rendered. Invoices shall clearly denote the service/materials provided and the applicable school location as well as an itemized cost. Copies of all signed work orders must be included as attached documentation to the invoice. Any services charged without a work order as supporting documentation will not be paid.
8. The District reserves the right to make any additions, changes, or deletions to the original contract as per the

current requirements within the District at any point in time. The changes must be documented and approved by the Procurement Supervisor or Finance Officer. Any changes to original contract terms will not be grounds under which the District must enter the solicitation process again.

9. This contract shall also be interpreted to include additional needs as may be required, beyond the initial scope as stated, should new facilities be constructed or mandates/requirements be imposed by the Fire Marshall or any state agency. The District intends to maintain a single relationship for our life safety needs, with regards specifically to fire protection equipment, for the duration of the contract.
10. Awarded bidder shall comply with the latest publication of the National Fire Protection Association regulations in all instances and particularly, NFPA 72 (Section 10 and 10A – portables) as well as all OSHA related regulations. No reference, either verbal or written, shall override these codes and direct the bidder to perform any tasks which do not fully comply with the said Code.
11. It shall be the District's discretion to increase or decrease frequency of requested inspections and/or services as required and in accordance with NFPA 72, and shall be extended as per the pricing of the original contract terms.

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

You shall submit a signed Cover Page and all other information and documents requested in this part and Special Instructions, Scope of Work and Bidding Schedule and any Attachments to Solicitation. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein.

#### **V. QUALIFICATIONS**

Qualified firms must have a minimum of three (3) years experience in the scope of work being quoted and shall hold a valid current South Carolina business license.

Offerors must provide certification from the State Fire Marshall to inspect, tag and fill fire extinguishers and fire suppression systems.

Offeror must provide evidence of a training certification – a minimum of two technicians must be factory trained and certified on testing, maintenance and repair of life safety systems.

Offeror must provide evidence of National Institute for Certification in Engineering Technologies (NICET) – at least two technicians at level 2 for Fire Protection Engineering Technology and one technician at level 3.

**SUBCONTRACTOR IDENTIFICATION:** If you intend to subcontract, at any tier level, with another business for any portion of the work that exceeds 10% of your price, you must identify that business and the portion of work that they are to perform. Identify potential subcontractors by providing the business name, address, phone, tax-identification number and point of contact. In determining your responsibility, the District may evaluate your proposed Subcontractors.

#### **VI. AWARD CRITERIA**

The District intends to award a contract resulting from this Request for Sealed Bids to the lowest overall responsive and responsible bidder. Award may be made to more than one Offeror. In determining award, unit prices will govern over extended prices unless otherwise stated. The District reserves the right to waive any guidelines set forth if deemed to be beneficial to the District.

**INITIAL CONTRACT PERIOD:** To begin upon contract award anticipated to be May 14, 2019- May 13, 2020.

Extensions may be less than, but will not exceed four (4) additional one (1) year periods. The District, however, may extend the contract for up to two (2) additional years with the Superintendent's written approval.

**NEGOTIATIONS/AMENDMENTS:** The Procurement Officer may elect to make an award without conducting negotiations. However, he/she may elect to negotiate the pricing or the general scope of work starting with the low bidder or the highest ranked offeror or subsequently ranked offerors as long as the solicitation is not materially changed. Additionally it is recognized that the School District is a fluid and changing environment and that these changes can include the addition or closing of schools and/or properties, and the offering of new, unforeseen or improved products and/or services generally covered under

the overall scope or intent of this solicitation. The contract formed under the award of this solicitation may therefore be mutually amended to include or exclude certain products or services whether a service, product or service and product award was initially issued. This can be accomplished by mutual acknowledgement in written form including email, and this will modify this solicitation and the contract issued pursuant to it.

## VII. TERMS AND CONDITIONS

1. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
  
2. **Background Checks:**
  - (1) As a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.
  - (2) All costs associated with these criminal background checks are the responsibility of the bidder.
  - (3) The Bidder shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.
  - (4) Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.
    - Rape or Criminal Sexual Conduct
    - Child Molestation or Abuse
    - Any Sexually Oriented Crime
    - Drugs: Felony use, possession or distribution.
    - Violent crimes
    - Robbery
    - Felony
  - (5) Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the District's property.
  - (6) The District may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.
  
3. **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 Spartanburg School District Two. 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.
  
4. **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.
5. **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.
6. **COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
7. **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 [Article 5, Section 1530.8], 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) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.
8. **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.
9. **CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:**
- a. 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, the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, 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 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.
10. **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.
  11. **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.
  12. **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.
  13. **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.
  14. **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.
  15. **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 State 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.

16. **INDEMNIFICATION - THIRD PARTY CLAIMS:** 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 Spartanburg School District Two, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.
17. **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.
18. **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.
19. **OWNERSHIP OF DATA & MATERIALS:** All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
20. **PRICE ADJUSTMENTS - LIMITED BY CPI "Other Goods & Services":** Upon request and adequate justification, the Procurement Officer 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 services and/or the Producer Price Index (PPI), whichever is applicable, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov). Price adjustments must be requested in writing annually, 45 days prior to renewal. \_
21. **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.
22. **SHIPPING/ RISK OF LOSS:** F.O.B. Destination. Destination is the shipping location of the Districts' designated receiving site, as specified herein.
23. **TERMINATION FOR CONVENIENCE:** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that

reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

24. **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.
1. **DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Officer 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.
  2. **DISPUTES:**
    - (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the 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 in the State of South Carolina. Contractor agrees that any act by Spartanburg School District Two 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.
  3. **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.
  4. **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.
  5. **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.
  6. **NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the District to indemnify anyone.
  7. **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.
  8. **PUBLICITY:** Contractor shall not publish any comments or quotes by Spartanburg School District Two employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
  9. **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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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 the District's rights under this Contract. Any waiver must be in writing.
15. **IRAN DIVESTMENT ACT - CERTIFICATION:** (a) The Iran Divestment Act List is a list published by the 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/PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov/PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1].
16. **IRAN DIVESTMENT ACT- ONGOING OBLIGATIONS:** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]
17. **TERM OF CONTRACT:** Will be as stated in the Award or Intent to Award until project completion, district sign-off and necessary receipt of any applicable warranties.
18. **OPEN TRADE REPRESENTATION:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]
19. **OPEN TRADE:** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

**VIII. BID RESPONSE FORM – PAGE 1 OF 3**

Bidder/Company Name: \_\_\_\_\_ Contractor's License Number: \_\_\_\_\_

List all Certification Numbers: \_\_\_\_\_

**FIRE ALARM SYSTEM AND SPRINKLER SYSTEMS**

LOCATION	FIRE ALARM MODEL NUMBER	SPRINKLER SYSTEM?	ANNUAL TEST AND INSPECTION PROGRAM	ANNUAL REPAIR AND MAINTENANCE PROGRAM
			Please enter annual cost	Please enter annual cost
Boiling Springs Elementary	Notifier NFS2-640	No	\$	\$
Boiling Springs 9 <sup>th</sup> Grade	AdemcoVista 100	No	\$	\$
Boiling Springs High	Simplex	Yes	\$	\$
Boiling Springs Intermediate	Notifier	Yes	\$	\$
Boiling Springs Middle	Simplex 4020	No	\$	\$
Carlisle-Foster's Grove Elementary	FCI 7100	No	\$	\$
Chesnee Elementary School	Edwards EST-2	Yes	\$	\$
Chesnee High School	Simplex 4100ES	No	\$	\$
Chesnee Middle School	Simplex	No	\$	\$
Cooley Springs-Fingerville Elementary	Silent Knight SK5820XL	No	\$	\$
Hendrix Elementary	Silent Knight IntelliKnight 5820XL20S	No	\$	\$
Mayo Elementary	Notifier NFS2-640	No	\$	\$
Oakland Elementary	Notifier AFP-200	No	\$	\$
Rainbow Lake Middle	Notifier NFS-320	Yes	\$	\$
Shoally Creek Elementary	Silent Knight	Yes	\$	\$
District Office	Silent Knight 5207	No	\$	\$
Upstate Family Resource Center	110U System	No	\$	\$
<b>TOTALS</b>			\$ /year	\$ /year

Billable Service Call Labor Rate: \_\_\_\_\_

**BID RESPONSE FORM – PAGE 2 OF 3**  
**PORTABLE FIRE EXTINGUISHERS**

LOCATION	NUMBER OF PORTABLE FIRE EXTINGUISHERS	ANNUAL INSPECTION COST OF PORTABLE FIRE EXTINGUISHERS
		Please enter annual cost in the appropriate block below
Boiling Springs Elementary	35	\$
Boiling Springs 9 <sup>th</sup> Grade	34	\$
Boiling Springs High	66	\$
Boiling Springs Intermediate	42	\$
Boiling Springs Middle	66	\$
Carlisle-Foster's Grove Elementary	30	\$
Chesnee Elementary School	42	\$
Chesnee High School	63	\$
Chesnee Middle School	34	\$
Cooley Springs-Fingerville Elementary	22	\$
Hendrix Elementary	35	\$
Mayo Elementary	20	\$
Oakland Elementary	42	\$
Rainbow Lake Middle	33	\$
Shoally Creek Elementary	25	\$
District Office	25	\$
Maintenance Center	14	\$
Upstate Family Resource Center	14	\$
<b>TOTALS</b>	<b>625</b>	<b>\$ /year</b>

Replacement Part Costs:

DC 2.5 Valve Stem	\$ _____
DC 5 Valve Stem	\$ _____
DC 10 Valve Stem	\$ _____
Pull Pin	\$ _____
Neck Seal Assembly	\$ _____
DC Hose Assembly	\$ _____
HMCL Label	\$ _____
Collar	\$ _____

**Bidder/Company name (Please print):** \_\_\_\_\_

**BID RESPONSE FORM – PAGE 3 OF 3**  
**KITCHEN/CULINARY ARTS CLASSROOM FIRE SUPPRESSION SYSTEMS**

LOCATION	HOOD SUPPRESSION SYSTEM	SEMI-ANNUAL TEST AND INSPECTION OF FIRE SUPPRESSION SYSTEMS
		Please enter annual cost in the appropriate block below
Boiling Springs Elementary	PyroChem	\$
Boiling Springs 9 <sup>th</sup> Grade	Ansul	\$
Boiling Springs High	Ansul Guardia Pyro Chem	\$
Boiling Springs Intermediate	Pyro Chem	\$
Boiling Springs Middle	Range Guard	\$
Carlisle-Foster's Grove Elementary	Ansul	\$
Chesnee Elementary School	Ansul	\$
Chesnee High School	Ansul	\$
Chesnee Middle School	Ansul	\$
Cooley Springs-Fingerville Elementary	Ansul	\$
Hendrix Elementary	Pyro Chem	\$
Mayo Elementary	Ansul	\$
Oakland Elementary	Pyro Chem	\$
Rainbow Lake Middle	Ansul	\$
Shoally Creek Elementary	Ansul	\$
Upstate Family Resource Center	Guardian	\$
<b>TOTALS</b>		\$ /year

Additional Costs:  
 Chemical Agent (Cost per pound or gallon – please specify)      \$ \_\_\_\_\_/pound/gallon  
 Replace Fusible Link      \$ \_\_\_\_\_/each

Pricing above to include all labor, travel, parts, equipment and all other charges. The District will not be responsible for any other charges or fees.

**Bidder/Company name (Please print):** \_\_\_\_\_



**Bid Checklist/Reference Sheet**

**Have you included the following?**

**Bid Cover Sheet (Page 1)** \_\_\_\_\_

**Bid Pricing (Pages 22-24 )** \_\_\_\_\_

**Bidder Information Sheet (Page 26)** \_\_\_\_\_

**Completed W-9 Form** \_\_\_\_\_

**Evidence of Insurance** \_\_\_\_\_

**Copy of Business License** \_\_\_\_\_

**Three References:**

**Company Name:** \_\_\_\_\_

**Company Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**BIDDER INFORMATION**

I, the undersigned, certify that this bid does not violate any Federal or State antitrust laws.

Bidder's Federal ID or Social Security Number: \_\_\_\_\_

Please attach copy of W-9 form.

All bidders who are authorized to collect South Carolina sales tax must state their South Carolina tax registration number.

South Carolina Tax Registration Number: \_\_\_\_\_

Is your company a minority-owned company? Yes\_\_\_\_No\_\_\_\_ OSMBA Cert #\_\_\_\_\_

Bidder Name:\_\_\_\_\_

Address:\_\_\_\_\_

Phone Number:\_\_\_\_\_ Fax Number:\_\_\_\_\_

Email:\_\_\_\_\_

In compliance with the invitation and subject to all conditions thereof the undersigned offers and agrees, if this bid is accepted within 60 days from the date of opening, to furnish any or all items quoted on at prices as set forth after the item and make delivery, immediately after receipt of order, delivered, all transportation costs included and prepaid and unless otherwise stated and accepted herein.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Iran Divestment Act: By submission of this bid, vendor and each person signing on behalf of this vendor certifies that to the best of its knowledge and belief that this vendor is not on the list created pursuant to Section 11-57-310.

This chapter does not apply to a procurement or contract valued at one thousand dollars or less; Section 11-57-40.

Authorized Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Name:\_\_\_\_\_ Title:\_\_\_\_\_

(Printed or Typed)