

	Fort Mill School District Request for Bids	Solicitation Number:	22-014
		Date Issued:	March 16, 2023
		Procurement Specialist:	Kelly Keniston
		Phone:	(803) 548-8202
		E-Mail Address:	kenistonk@fortmillschools.org
		Mailing Address:	2233 Deerfield Drive Fort Mill, SC 29715

DESCRIPTION: Springfield Middle School Cooler & Freezer Enclosure Replacement

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: Fort Mill School District 2233 Deerfield Drive Fort Mill, SC 29715	PHYSICAL ADDRESS: Fort Mill School District 2233 Deerfield Drive Fort Mill, SC 29715

QUESTIONS MUST BE RECEIVED BY: March 24, 2023 @ 12:00 p.m.

SUBMIT OFFER BY (Opening Date/Time): **April 11, 2023 @ 12:00 p.m.**

(See "Deadline for Submission of Offer" provision)

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

CONFERENCE TYPE: Pre-Bid Meeting & Site Visit DATE & TIME: March 22 nd , 2023; 12:00 pm <small>(As appropriate, see "Conferences – Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Fort Mill School District 2233 Deerfield Drive Fort Mill, SC 29715
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AWARD & AMENDMENTS	Award will be posted on or around April 14, 2023. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.fortmillschools.org/domain/57
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

Minority Participation:
 Are you a SC Certified Minority Vendor Yes No If yes, SC Certification # _____
 Are you a Non SC Certified Minority Vendor Yes No

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
_____ Area Code - Number - Extension Facsimile _____ E-mail Address	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	
_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)	

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address (check only one)

**KEY DATES FOR RFB
(Subject to Change)**

Issue RFB	March 16, 2023
Pre-Bid Meeting (Attendance Strongly Recommended)	March 22, 2023 @ 12:00 p.m.
Deadline for Questions	March 24, 2023 @ 12:00 p.m.
Responses to Questions	March 28, 2023 @ 12:00 p.m.
Bids Due	April 11, 2023 @ 12:00 p.m.
Intent to Award Posted	April 14, 2023
Substantial Completion	August 1, 2023

Solicitation Outline

(Items in BOLD to be included with Bid Submittal)

- I. Scope of Work / Specifications
- II. **Bid Form**
- III. Scope of Solicitation
- IV. Instructions to Offerors
 - a. General Instructions
 - b. Special Instructions
- V. Information for Offerors to Submit
- VI. Qualifications
- VII. Award Criteria
- VIII. Terms and Conditions
 - a. General
 - b. Special
- IX. Attachments to Solicitation (The following documents are attached to this solicitation)
 - a. **Appendix A – Minority Participation**
 - b. **Appendix B – Drug Free Workplace Certification**
 - c. Appendix C – Offeror Checklist
 - d. **Performance Bond Sample Form**
 - e. **Payment Bond Sample Form**

I. SCOPE OF WORK / SPECIFICATIONS

A. SCOPE OF WORK

The Fort Mill School District (FMSD) is accepting Bids for **Single Prime** Contractor services to provide comprehensive services as described, but not limited to, the scope outlined within the Construction Documents. The Contractor's scope of work shall include the demo and replacement of an existing cooler / freezer at Springfield Middle School. New construction of a 1,040sf masonry enclosure and roofing system to encapsulate the new cooler / freezer assembly. All associated Mechanical / Electrical / Plumbing / Fire Protection costs are to be included within the submitted bid.

A complete set of the Contract Documents can be obtained on the Fort Mill School District Procurement Vendor Registry website at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=11355f9a-0f05-4070-812b-4788bd2db9d9> or by contacting the FMSD Procurement Officer, Ms. Kelly Keniston by sending her an email at kenistonk@fortmillschools.org.

Public receipt of Bids will be recorded at 12:00 pm on April 11 2023 in the Board Room at the Fort Mill District Office located at 2233 Deerfield Drive, Fort Mill, SC 29715. **All Bids must be physically in the possession of the FMSD Procurement Officer by the specified time to be considered timely.**

Bids documents received after that time will not be considered.

Emailed or FAX copies of the Bid documents will not be accepted.

A signature of a person authorized to contract for the company is required. The signature must be in either black or blue ink.

Please insert the exact company name and the signature of responsible person to contact on your Bid documents.

Each company is to provide one (1) original copy of the Bid documents. (See section V. for list of items)

If your Bid documents are forwarded by U.S. Mail please allow adequate time to ensure delivery. Bid documents received after the time shown will not be considered. Mark your envelope/box with your company name and Request for Bids Solicitation No. 22-015 – Springfield Middle School – Cooler / Freezer Enclosure Replacement.

The Fort Mill School District (FMSD) reserves the right to reject any and all Bid documents or any portion of said Bid documents, to waive minor technicalities, and to make any and all purchases in the best interests of the School District.

II. Bid Form

FORT MILL SCHOOLS

SOLICITATION RFB# 22-015

SPRINGFIELD MIDDLE SCHOOL – COOLER / FREEZER ENCLOSURE

BIDDER NAME: _____

BIDDER PHONE: _____

BIDDER EMAIL: _____

FORT MILL SCHOOL DISTRICT
2233 DEERFIELD DR.
FORT MILL, SC 29715

SINGLE PRIME CONTRACT

All Parties:

Having carefully examined the Drawings and Specifications for the above noted project(s), as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials, labor, equipment, and services called for by them for a lump sum consideration of:

BASE BID: \$ _____ (NUMERICAL AMOUNT HERE)

_____ (WRITTEN DOLLARS HERE)

The above stated bid is based on the above-mentioned Drawings, Specifications, Pre-Bid Schedule and any Addenda issued subsequent to the basic Drawings and Specifications. (List all Addenda with dates of any issued. If no additional Addenda are issued, write the word "NONE".)

Addendum Number

Date

If any of the following Alternates are accepted, the above stated sum (base bid amount) will be altered by the amount(s) indicated below.

- a. If no Alternates are indicated, enter the term "NOT APPLICABLE" after the dollar (\$) sign.
- b. If Alternates are indicated, strike through completely either "add" or "deduct" in order to leave exposed the proper change to the base bid amount and indicate the amount of the change in numbers after the dollar (\$) sign.
- c. If Alternates are indicated, but there is no change to the base bid amount, enter the term "NO CHARGE" after the dollar (\$) sign.

Alternate No. 1: N/A

Base Bid:

Alternate: N/A

ADD \$ _____

UNIT PRICES

Enter the requested unit prices below. The amount listed will be used for contract deductions in cases of credits and contract increases in cases of work scope additions. The amount listed should be fully inclusive of labor, material, equipment, taxes, insurance, overhead, profit, etc.

1. N/A

ADD and/or DEDUCT \$ _____

Listing Of Subcontractors:

In the below space, list the requested subcontractor(s), SC Contractor's License #, and the amount included in the **Base Bid** for this subcontractor(s):

Masonry: _____ Subcontract Amount: _____

SC Contractor's License #: _____

Roofing: _____ Subcontract Amount: _____

SC Contractor's License #: _____

Fire Sprinkler: _____ Subcontract Amount: _____

SC Contractor's License #: _____

Plumbing: _____ Subcontract Amount: _____

SC Contractor's License #: _____

HVAC: _____ Subcontract Amount: _____

SC Contractor's License #: _____

Electrical: _____ Subcontract Amount: _____

SC Contractor's License #: _____

If notified of the acceptance of this bid or any Alternate within one hundred twenty (120) days after the date fixed for the opening of the bid, the undersigned agrees to execute and deliver the specified Contract and Contractor's Bond within ten (10) days. The undersigned agrees, if awarded the Contract within one hundred twenty (120) days from the fixed date for opening of the bids, to faithfully and properly complete the whole work within the specified time, consistent with the best interest of the Owner, the safety of the public and in accordance with first-class workmanship.

The undersigned agrees that the Owner may retain the sum of money specified as "Liquidated Damaged" as indicated within the Contract Documents, from the amount of compensation to be paid the undersigned for each calendar day that work remains uncompleted and unaccepted after the maximum duration of time for the work #22-015 – SFMS – Cooler / Freezer Enclosure Replacement

to be completed. This amount is agreed upon as the proper measure of liquidated damages, which the Owner sustains per day by failure of the undersigned to complete the work in the stipulated time and is not to be construed in any sense as a penalty.

The successful bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the Contract Amount. These bonds are to be provided using AIA Document A312 included herein. All cost of bonds shall be included in the bid.

It is agreed that the undersigned has completed and/or will comply with all requirements concerning licensing and with all other local, state, and national laws and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him and/or in the performance of the Work required there under.

By submission of this bid, the undersigned declares that the person or persons signing this proposal is/are authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof. Furthermore, each person signing on behalf of any bidder certifies, under penalty of perjury that, to the best of its knowledge and belief, each bidder is not on the list created pursuant to Section 11-57-310 of the South Carolina Code of Laws.

Respectfully submitted this _____ day of _____, 2023.

(Name of Firm)

(S.C. Contractor's License)

(Address)

By _____
(Title)

Minority Owned/Operated Contractor/Business? Yes ___ No ___ Certificate Number _____

***** Be sure to include this page in your proposal *****

III. SCOPE OF SOLICIATION

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

The Fort Mill School District is accepting Bids for Single Prime Contractor services to provide comprehensive services as described, but not limited to, the scope outlined within the Construction Documents. Please submit one (1) original copy of the bid no later than 12:00 PM on April 11, 2023 to the person and address listed on the first page of this advertisement. Submissions after this date and time will not be considered and will be returned to this sender. Submittals must include all materials, labor, and equipment necessary to perform the scope of work identified within the contract documents.

Fort Mill School District intends to award an applicable AIA revised contract to a single qualified firm for these services. In accordance with the Fort Mill School District Procurement Regulations, the submittals will be reviewed and awarded to the lowest responsible and responsive bidder. FMSD reserves the right to reject any or all proposals, and to waive technicalities and informalities at the discretion of the FMSD.

At any time throughout the solicitation process, **Submitters shall not contact any member of the Board of Education or the Selection Committee regarding this RFB. Failure to comply will result in immediate rejection of your submittal.**

MAXIMUM CONTRACT PERIOD – Estimated: Start date: April 14, 2023. End date: August 1, 2023. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract - Effective Date/Initial Contract Period”.

SCHEDULE OF EVENTS – The following Schedule of Events represents FMSD's best estimate of the schedule that will be followed. All times indicated are prevailing times in Fort Mill, South Carolina. FMSD reserves the right to adjust the schedule as FMSD deems necessary.

Request for Bids Timeline

Event	Date	Time
FMSD issues public advertisement for RFB	March 16, 2023	
Pre-Bid Meeting	March 22, 2023	12:00pm
Deadline for submission of requests for Information	March 24, 2023	12:00pm
Responses to Questions to all potential Bidders	March 28, 2023	12:00pm
Deadline for submission of Bid Documents	April 11, 2023	12:00pm
Intent to Award Distribution	April 14, 2023	
Substantial Completion	August 1, 2023	

SUBMITTAL OF BID DOCUMENTS

Submit one (1) original signed copy of the Bid Form and corresponding required information as detailed within this RFB. All responses must be sealed in an envelope with reference to the Solicitation #22-015, the words "SEALED PROPOSAL" and the name of the submitting firm on the outside of all envelopes. Proposals must be

physically received by the FMSD prior to the deadline indicated in the RFB Estimated Schedule (*Listed above*) at the exact address below:

Fort Mill School District
2233 Deerfield Drive
Fort Mill, SC 29715
Attn: Kelly Keniston, Procurement Officer

No Proposals will be accepted after the date and time set for receipt. Proposals submitted via facsimile or e-mail will be rejected. FMSD reserves the right to reject any and all Proposals. The Proposer agrees that, his Proposal shall remain valid for a period of ninety (90) days.

IV. INSTRUCTIONS TO OFFERORS – A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED - DEC 2015)

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

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

AUTHORITY means the School Board or its successor in interest.

BOARD means Fort Mill School District Board of Trustees.

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

BUYER means the Procurement Specialist/Procurement Officer or his/her designee.

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 clause of the contract titled “Changes,” if included herein, 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.

DISTRICT means Fort Mill School District (FMSD)

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.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT SPECIALIST/PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the District.

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

AMENDMENTS TO SOLICITATION (MODIFIED - JAN 2004):

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments:
<https://www.fortmillschools.org/domain/57> . Click "Current Bids and RFPs," then click the appropriate Bid listing.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation
 - (1) by identifying the amendment number and date in the space provided for this purpose on Page Two
 - OR
 - (2) 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.

AUTHORIZED AGENT (MODIFIED – FEB 2015): 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 District official authorized to bind the District with regard to this procurement or the resulting contract.

AWARD NOTIFICATION (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. 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 (MODIFIED – JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with the District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH and DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

AUTHORITY AS PROCUREMENT AGENT (MODIFIED – DEC 2015): The Procurement Officer is an employee of the District acting on behalf of the District pursuant to Fort Mill School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

- (a) By submitting an offer, the offeror certifies that –
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of the certification; or
 - (2) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
 - (i) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs(a)(1) through (a)(3) of this certification; and
 - (ii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MODIFIED - JAN 2004):

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (MODIFIED – JAN 2006): The Fort Mill School District Procurement Code is available at: <https://www.fortmillschools.org/Page/174>

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MODIFIED - FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER (MODIFIED – JAN 2004): 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 purchasing office or the District’s mail room which services the purchasing office prior to the bid opening

DISTRICT OFFICE CLOSINGS (MODIFIED – JAN 2004): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District 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 normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004): 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 (MODIFIED – FEB 2015): 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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled “Questions from Offerors.”

ETHICS CERTIFICATE (MODIFIED - 2008): 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 statute requires 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 officials; 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 8-13-755, prohibiting public official with economic interest 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.

PROTESTS (MODIFIED – JUN 2006): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Procurement Officer within the time provided. (Article 17-4210 of Fort Mill School District Procurement Code)

PROHIBITED COMMUNICATIONS AND DONATIONS (MODIFIED - FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.*

PUBLIC OPENING (JAN 2004): 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 (MODIFIED – FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is 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. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question.** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of

the Solicitation that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to the Construction Manager via Email. Please send questions to:

Contact: Jay Gaither
Leitner Management Group, LLC
Email: jay@leitnergrp.com

REJECTION/CANCELLATION (MODIFIED – JAN 2004): The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. (Article 5-1710 of Fort Mill School District Procurement Code)

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 (JAN 2004): Every Offer must be signed by an 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 venturer 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.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021):

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

- (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.
- (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.
- (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.
- (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or 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 DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. 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. 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. 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.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION (MODIFIED – JAN 2006): We encourage you to register with Fort Mill School District when you retrieve our Bid Documents. Our registration system is powered by Vendor Registry. To register, visit our website at <http://www.fortmillschools.org/>, select "Departments," select "Procurement," and select "Vendor Registration." There is no cost for you to register with Fort Mill Schools. Please note that if you would like to receive notifications of solicitations, awards, or amendments for our solicitations, you will need to register your business with Vendor Registry. If you do not register, it will be your responsibility to check our website for updates, amendments, and awards of our solicitations.

WITHDRAWAL OR CORRECTION OF OFFER (MODIFIED – JAN 2004): 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 Article 5-1520 of Fort Mill School District Procurement Code.

IV. INSTRUCTIONS TO OFFERORS -- B. Special Instructions

Packages containing submittals shall be presented such that they may be easily identified. **The outside of the package shall be identified as follows:**

RFB #22-015

Springfield Middle School – Cooler / Freezer Enclosure Replacement

An officer of the firm or authorized person must sign submittal documents.

Please include a copy of your South Carolina Business License.

AUTHORITY APPROVAL REQUIRED (MODIFIED - DEC 2015): Any award is subject to prior approval by the School Board. Regularly scheduled Board meetings ordinarily occur pursuant to a published schedule.

CLARIFICATION (MODIFIED – NOV 2007): Pursuant to Article 5-1520.8, the Procurement Specialist may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of #22-015 – SFMS – Cooler / Freezer Enclosure Replacement

the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

CONFERENCE – PRE- BID/PROPOSAL (JAN 2006):

Pre-Bid/Proposal Conference Date and Time: **March 22, 2023**

Location of Pre-Bid/Proposal Conference: **FMSD District Office – 2233 Deerfield Dr., Fort Mill, SC 29715.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District

assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

PROTEST – ASSISTANT SUPERINTENDENT OF FINANCE ADDRESS (MODIFIED - JUN 2006):

Any protest must be addressed to the Assistant Superintendent of Finance, Fort Mill School District, and submitted in writing

(a) by email to lordol@fortmillschools.org ,

(b) by facsimile at (803) 547-4696, or

(c) by post or delivery to Leanne Lordo, Asst Superintendent of Finance, 2233 Deerfield Drive, Fort Mill, SC 29715.

V. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED - MAR 2015): You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations.

You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier’s A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

- **Signed Cover Page and Page Two of the Solicitation**
- **Bid Form, page 6**
- **Minority Participation**
- **Drugfree Workplace**
- **Certificate of Insurance (COI)**

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See #22-015 – SFMS – Cooler / Freezer Enclosure Replacement

clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

VI. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MODIFIED MAR 2015): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror’s responsibility, the District Standards of Responsibility, and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

District Standards of Responsibility – Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:

1. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate it’s capability to meet all contractual requirements;
2. A satisfactory record of performance;
3. A satisfactory record of integrity;
4. Qualified legally to contract with the District; and
5. Supplied all necessary information in connection with the inquiry concerning responsibility.

SUBCONTRACTOR – IDENTIFICATION (MODIFIED - FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors. **NO PORTION OF THE WORK SHALL BE SUBCONTRACTED WITHOUT PRIOR WRITTEN CONSENT OF THE DISTRICT. THE CONTRACTOR SHALL, HOWEVER, REMAIN FULLY LIABLE AND RESPONSIBLE FOR THE WORK TO BE DONE BY ITS SUBCONTRACTOR(S) AND SHALL ASSURE COMPLIANCE WITH ALL REQUIRMENTS OF THE CONTRACT.**

VII. AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (MODIFIED - FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(D)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal.

VIII. TERMS AND CONDITIONS – A. General

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (MODIFIED FEB 2015): (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identify (by contract number) of the specific contract to which the assignment applies, and (iii) the name of the assignee and he exact address or account information to which assigned payments should be made. (b) if contractor amends, modifies, or otherwise changes its name, its identify (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and required approvals.

BANKRUPTCY - GENERAL (MODIFIED JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED FEB 2015): (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) the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCUSSION WITH BIDDERS/OFFERORS: After opening, the Procurement Officer may, in his/her sole discretion, initiate discussions with you to discuss your bid/offer. Discussions are possible only if your bid/offer

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 in the bid file.

DISPUTES (MODIFIED JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Procurement Officer in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JAN 2006): 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.

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 the subcontractor, and without the fault or negligence of either of the, 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.

NO INDEMNITY OR DEFENSE (MODIFIED FEB 2015): Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE (MODIFIED JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PUBLICITY (MODIFIED JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

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

SURVIVAL OF OBLIGATIONS (JAN 2006): 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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): 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. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (MODIFIED JAN 2006): 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.

VIII. TERMS AND CONDITIONS – B. Special

BANKRUPTCY – GOVERNMENT INFORMATION (MODIFIED - FEB 2015)

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the District, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the District, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the District.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

CHANGES (MODIFIED JAN 2006):

(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.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE 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. Please list the additional insured as Fort Mill School District, 2233 Deerfield Drive, Fort Mill, SC 29715.
- 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.

CONTRACTOR PERSONNEL (JAN 2006): 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.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF DISTRICT PROPERTY (MODIFIED - JAN 2006): Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

DEFAULT – SHORT FORM (MODIFIED - FEB 2015)

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 material 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.

EXPERIENCE AND REFERENCE CHECKS: The District reserves the right to consider historic information and fact, whether gained from the offeror’s proposal, question and answer conferences, references, or any other source, in the evaluation process. Proposer acknowledges (1) that the District will contact various persons who are familiar with proposer’s prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds in good faith to a bona fide inquiry by the District for the purposes of evaluating the proposals received by the District under this solicitation.

ILLEGAL IMMIGRATION (MODIFIED NOV. 2008): (An overview is available at www.procurement.sc.gov): By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your 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.

INDEMNIFICATION – THIRD PARTY CLAIMS – (MODIFIED NOV 2011): Notwithstanding any limitation in this agreement, contractor shall defend and indemnify Fort Mill School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorney’s fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from any defect in the goods or services acquired hereunder or from any act or omission of contractor, it’s subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow contractor to settle such suit or claim so long as:

- a. all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor; and
- b. the settlement imposes no non monetary obligation upon the District.

The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor. District shall reasonably cooperate with the contractor’s defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties’ agreement.

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (MODIFIED - FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter “action”) of any character (and all related damages, settlement

payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the Fort Mill School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

INDEMNIFICATION - INTELLECTUAL PROPERTY (MODIFIED - JAN 2006):

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. District shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon District. District shall reasonably cooperate with Contractor's defense of such claim.

(b) In the event an injunction or order shall be obtained against District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by District. If neither (1) nor (2), above, is practical, District may require that Contractor remove the acquired item from District, refund to District any charges paid by District therefor, and take all steps necessary to have District released from any further liability.

(c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

(d) As used in this paragraph, these terms are defined as follows: “IP right(s)” means a patent, copyright, trademark, trade secret, or any other proprietary right. “Acquired item(s)” means the rights, goods, or services furnished under this agreement. “Specification(s)” means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

(e) Contractor’s obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

INFORMATION USE AND DISCLOSURE – STANDARDS (MODIFIED - FEB 2015)

To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of District information, as defined herein, and Contractor agrees that the District is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

LICENSES AND PERMITS (MODIFIED JAN 2006): 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.

OWNERSHIP OF DATA and MATERIALS (MODIFIED JAN 2006): All data, material and documentation either prepared for the District pursuant to this contract shall belong exclusively to the District.

MATERIAL AND WORKMANSHIP (JAN 2006): 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.

RELATIONSHIP OF THE PARTIES (JAN 2006): 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.

TERMINATION FOR CONVENIENCE – SHORT FORM (MODIFIED - JAN 2006): 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.

IX. Attachments to Solicitation



APPENDIX A
OFFEROR REPRESENTATIONS AND CERTIFICATION

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Offeror (corporate or other authorization confirmation may be required prior to final contract execution)
- He/she has read and agrees to the complete solicitation, including any and all amendments issued.
- The offer is being offered independently of any other Offerors and is in full compliance with the collusive prohibitions of the State of South Carolina. The Offeror certifies that no employee of its firm has discussed, or compared the proposal with any other Offeror or District employee, and has not colluded with any other Offeror or District employee.
- The Offeror will accept any awards made to it as a result of this solicitation if the acceptance is made within 90 calendar days after the proposal due date.

I hereby certify that I am submitting the following offer as my firm's proposal. I understand that by virtue of executing and returning with this proposal this required response form, I further certify full, complete, and unconditional acceptance of the contents of this solicitation. I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of this solicitation.

Submitted by: _____ Title: _____

Company Name: _____

Address: _____

Telephone #: _____ E-Mail Address: _____

Signed: _____ Date: _____

***** Be sure to include this page in your proposal *****

Appendix A
MINORITY PARTICIPATION

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>

Company Name

Signature

***** Be sure to include this page in your proposal *****

Appendix B

Drug Free Workplace Certification

<p>Fort Mill School District Four Administrative Offices 2233 Deerfield Drive, Fort Mill, SC 29715</p> 	<p>Request for Proposal: 22-015</p> <p>Date Issued: March 16, 2023</p> <p>Procurement Officer: Kelly Keniston</p> <p>Phone: (803) 548-8202</p> <p>E-Mail Address: kenistonk@fortmillschools.org</p>	
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This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Fort Mill Schools.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;

- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five (5) Days after the conviction;
- (5) Notifying the using agency within Ten (10) Days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within Thirty (30) Days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Solicitation Number: 22-015

Project Name: Springfield Middle School – Cooler / Freezer Enclosure

Contractor/Vendor Name:

Address:

Authorized Representative Name/Title:

Signature: _____

Date: _____

Witness:

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

Appendix C

OFFEROR'S CHECKLIST – Avoid Common Mistakes

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire proposal to make sure your proposal does not take exception to any of the District's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your proposal includes the number of copies requested.
- Check to ensure your proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, not against this checklist.

You do not need to return this checklist with your response.