

<b>GEORGETOWN COUNTY SCHOOL DISTRICT</b> BUSINESS SERVICES - PROCUREMENT OFFICE 2018 Church Street      Georgetown, S.C. 29440 Phone (843) 436-7000	<b>Invitation for Bid: #1808014</b> <b>Date Issued: March 7, 2018</b> <b>Procurement Officer: Vicki Williams, CPPO</b> <b>Phone: (843) 436-7184</b> <b>Fax: (843) 436-7231</b> <b>E-Mail Address: vwilliams@gcsd.k12.sc.us</b>
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DESCRIPTION:	<b>Term Contract for Painting Services (Interior &amp; Exterior) As-Needed</b>
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*The Term "Bid" Means Your "Offer" or "Proposal".*

SUBMIT BID BY: (Opening Date/Time):	<b>March 21, 2018 @ 3:00 PM, EST</b>	See "Deadline for Submission of Bid" provision
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NUMBER OF COPIES TO BE SUBMITTED:	<b>1</b>
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QUESTIONS MUST BE RECEIVED BY:	<b>March 14, 2018 at 3:00 PM, EST</b>	See "Questions From Bidders" provision
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**Bids must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package**

<b>SUBMIT YOUR BID REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:</b>	MAILING ADDRESS:
	GEORGETOWN COUNTY SCHOOL DISTRICT J B BECK ADMINISTRATIVE AND EDUCATION CENTER PROCUREMENT OFFICE, ROOM D150 VICKI WILLIAMS 2018 CHURCH STREET GEORGETOWN, SC 29440
CONFERENCE TYPE: <b>N/A</b> DATE & TIME: <b>N/A</b> As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: <b>N/A</b>

AWARD/ ADDENDUMS/ INTENT TO AWARD:	Notice of Award and any addendums to the solicitation will be posted on the GCS D website at: <a href="http://www.gcsd.k12.sc.us/?DivisionID=14195&amp;DepartmentID=14702&amp;SubDepartmentID=6626">http://www.gcsd.k12.sc.us/?DivisionID=14195&amp;DepartmentID=14702&amp;SubDepartmentID=6626</a> Go to Departments/ Business Services/Procurement/Awards
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You must submit a signed copy of this form with Your Bid. By submitting a Bid or Proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Bid open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF BIDDER: (Full legal name of business submitting the Bid)	Any award issued will be issued to, and the Contract will be formed with, the entity identified as the Bidder. 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:	Person signing must be authorized to submit binding Bid to enter Contract on behalf of Bidder named.
TITLE:	Business title of person signing.
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED
STATE OF INCORPORATION	
(If you are a corporation, identify the state of incorporation).	
BIDDER'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate Entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government Entity (federal, state, or local)	

**(Return Page Two with Your Bid)**

<b>HOME OFFICE ADDRESS</b> (Address for Bidder's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and Contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Area Code:</td> <td style="width:25%;">Number:</td> <td style="width:25%;">Extension:</td> <td style="width:25%;">Facsimile:</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </table>	Area Code:	Number:	Extension:	Facsimile:				
Area Code:	Number:	Extension:	Facsimile:						
	E-Mail Address:								

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address ( <b>check only one</b> )	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address ( <b>check only one</b> )

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

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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days(%)	30 Calendar Days (%)	_____Calendar Days (%)
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**MINORITY PARTICIPATION**

Please answer the following questions:

**1.** Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?  
Yes No

If yes, provide certification number: \_\_\_\_\_. If no, would you qualify as a MOB/WOB based on the District's requirement of at least fifty-one percent (51%) ownership by a woman or person of ethnic (non-white) origin?  
 Minority-owned  Woman-owned

**PROCUREMENT CARD** Do you accept purchasing cards to facilitate ordering and payment?  Yes  No

**IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS:** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

**ACKNOWLEDGEMENT**

Have you clearly listed any deviations from the requested specifications and fully explained such deviations?  Yes  No

Failed projects, suspensions, debarments, and significant litigation exist.  None exist  Yes If yes, below is a list of failed projects, suspensions, debarments, and significant litigation exist.

Important Note - as of July 1, 2016, the use of any tobacco product, electronic cigarettes, or vaporizers is prohibited on all District property, including but not limited to, school buildings, athletic facilities, District vehicles, and parking lots.

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### I. SCOPE OF SOLICITATION

**ACQUIRE SERVICES:** The purpose of this solicitation is to solicit bids from qualified contractors to provide **District-wide Painting Services** on as as-needed basis for Georgetown County School District (GCSD) complying with the enclosed description and/or specifications and conditions.

**MAXIMUM CONTRACT PERIOD -- ESTIMATED:** Begin: 3/19/2018 End: 3/18/2023. 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".

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one-year renewal options. The maximum potential contract life is five years unless the Superintendent extends the contract for an additional two (2) years through 3/18/2025.

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

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

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

BOARD means the Georgetown County School District Board of Directors.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any Contract accomplished by mutual agreement of the parties to the Contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the Contractor to make changes which the changes clause of the Contract authorizes the Procurement Officer to order without the consent of the Contractor.

CONTRACTOR means the Bidder 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. Bidders are cautioned that Addenda may modify information provided on the Cover Page.

DAYS means calendar days.

DISTRICT means Georgetown County School District.

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

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

PROCUREMENT OFFICER means any person acting within the scope of his/her authority and duly authorized by Georgetown County School District to enter into and administer Contracts and make written determinations and findings with respect thereto, as identified as such on either the Cover Page, an addendum, or an award notice.

RESPONSIBLE Bidder means a person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability, which will assure good faith performance, which may be substantiated by past performance

RESPONSIVE Bidder means a person who has submitted a Bid or Offer, which conforms in all material aspects to the invitation for Bids or request for proposals.

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

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

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

YOU and YOUR means Bidder.

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

**AWARD NOTIFICATION:** Notice regarding the District's intent to award a Contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the Contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Bidders responding to the Solicitation and any award will be effective the day such notice is given. Should the Contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Bidders responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a Contract with Georgetown County School District. Without further action by either party, a binding Contract shall result upon final award. Any award issued will be issued to, and the Contract will be formed with, the entity identified as the Bidder on the Cover Page. A Bid may be submitted by only one legal entity; "joint Bids" are not allowed.

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

**BID IN ENGLISH & DOLLARS:** Bids submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION

UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting a Bid, the Bidder certifies that- (1) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to— (i) Those prices; (ii) The intention to submit a Bid; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder 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 Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition. (b) Each signature on the Bid is considered to be a certification by the signatory that the signatory- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid or Proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the Bidder'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 Bidder's organization responsible for determining the prices offered in this Bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the Bidder deletes or modifies paragraph (a)(2) of this certification, the Bidder must furnish with its Bid a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:** By submitting a Bid, Bidder certifies, to the best of its knowledge and belief, that-

- (a)(1)(i) Bidder 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 Bid, 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 Bids; 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) Bidder has not, within a three-year period preceding this Bid, 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) Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to Contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered

in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder 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 Bidder 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:** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

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

**DEADLINE FOR SUBMISSION OF BID:** Any Bid received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected, unless the Bid has been delivered to the designated procurement office or the District's mail room, where confirmation can be authenticated by a third party method, prior to Bid opening.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:** You warrant and represent that your Bid 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, a Bidder 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 Bid identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed Subcontractor, or an affiliated business of either.

**DISTRICT CLOSINGS:** If an emergency or unanticipated event interrupts normal District processes so that Bids cannot be received at the designated time for receipt of Bids by the exact time specified in the solicitation, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Addendum 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 Addendum will be issued to reschedule the conference.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting a Bid, 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:** Bidder, by submitting a Bid, represents that it has read and understands the Solicitation and that its Bid is made in compliance with the Solicitation. Bidders 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 Bidder'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 addendum. Bidder assumes responsibility for any patent ambiguity in the Solicitation that Bidder does not bring to the District's attention.

**ETHICS CERTIFICATE:** By submitting a Bid, the Bidder certifies that the Bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on Contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by Contractor to candidate who participated in awarding of Contract. The District may rescind any Contract and recover all amounts expended as a result of any action taken in violation of this provision. If Contractor participates, directly or indirectly, in the evaluation or award of public Contracts, including without limitation, change orders or task orders regarding a public Contract, Contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**IRAN DIVESTMENT ACT - CERTIFICATION:** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a Contract to you. (b) By signing your Bid, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**OMIT TAXES FROM PRICE:** Do not include any sales or use taxes in Your price that the District may be required to pay.

**OPEN TRADE REPRESENTATION:** By submitting a Bid, Bidder represents that Bidder is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

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

**PROCUREMENT CODE AVAILABLE:** The Georgetown County School District's Procurement Code, is available at <http://images.pcmac.org/Uploads/GeorgetownCountySD/GeorgetownCountySD/SubDepartments/DocumentsCategories/Documents/ProcurementCode2008.pdf>.

**PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your Bid, 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 Georgetown County School 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 Bid discloses any gifts made, directly or through an intermediary, by you or your named Subcontractors to or for the benefit of the GCSD during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

**PUBLIC OPENING:** Bids will be publicly opened at the date / time and at the location identified on the Cover Page, or last Addendum, whichever is applicable.

**QUESTIONS FROM BIDDERS:** (a) Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than the end of business (4:30 PM, EST) of the submission date stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders as an Addendum to the solicitation, if that information is necessary for submitting Bids or if the lack of it would be prejudicial to other prospective Bidders. (b) The District seeks to permit maximum practicable competition. Bidders are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation, which unnecessarily or inappropriately limits full and open competition.

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

**RESPONSIVENESS/IMPROPER BIDS:**

- a. Bid as Specified. Bids for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- b. Responsiveness. Any Bid which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Bids which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, a Bid will be rejected if the total possible cost to the District cannot be determined. Bidders will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor



informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

- c. Price Reasonableness: Any Bid may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- d. Unbalanced Bidding. The District may reject a Bid as nonresponsive if the prices Bid are materially unbalanced between line items or sub-line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid will result in the lowest overall cost to the District even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**SIGNING YOUR BID:** Every Bid must be signed by the individual with actual authority to bind the Bidder. (a) If the Bidder is an individual, the Bid must be signed by that individual. If the Bidder is an individual doing business as a firm, the Bid 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 Bidder is a partnership, the Bid must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Bidder is a corporation, the Bid must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) A Bid may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Bid 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 a Bid is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Bid must state that it has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (Bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a Contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these Bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final Contract amount, are subject to public disclosure. In determining whether

to release documents, the District will detrimentally rely on Bidder's marking of documents, as required by these Bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Bidder agrees to defend, indemnify and hold harmless Georgetown County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR BID OR MODIFICATION:** (a) Bids 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 Bid must be submitted in a different envelope or package. (c) Each Bidder must submit the number of copies indicated on the Cover Page. (d) Bidders using commercial carrier services shall ensure that the Bid 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 Bids, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Bids 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 Bidder's responsibility to ensure that Bids submitted by electronic commerce were received by the Procurement Officer.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES:** Pursuant to Section 12-6-3350, a taxpayer having a contract with this District 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. [02-2A135-1] Mandatory for all solicitations.

**WITHDRAWAL OR CORRECTION OF BID:** Bids may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile Bids, Bids 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 Bids is governed by the District's Procurement Code Article 5 Section 1520.7.1.

## II. INSTRUCTIONS TO BIDDERS – B. SPECIAL INSTRUCTIONS

**CLARIFICATION:** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your Bid or the requirements of the solicitation. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the solicitation. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

**PROTESTS:** (a) Solicitation - Any prospective Bidder, Bidder, Contractor, or Subcontractor who is aggrieved in connection with the solicitation of a Contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award - Any actual Bidder, Bidder, Contractor, or Subcontractor who is aggrieved in connection with the intended award or award of a Contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210].

**PROTEST – ADDRESS:** Any protest must be submitted in writing to the Lisa O. Johnson, Associate Superintendent for Finance & Operations, J B Beck Education & Administrative Center, 2018 Church Street, Georgetown, SC 29440 or to [ljohnson@gcsd.k12.sc.us](mailto:ljohnson@gcsd.k12.sc.us). Additionally, please submit a secondary copy to John Paul, Director of Procurement, J B Beck Education & Administrative Center, 2018 Church Street, Georgetown, SC 29440 or at [jpaul@gcsd.k12.sc.us](mailto:jpaul@gcsd.k12.sc.us).

## III. SCOPE OF SERVICES / SPECIFICATIONS

### A. BACKGROUND

Georgetown County School District is coextensive with the county and is located on the southern end of South Carolina’s “Grand Strand”. The District is bordered on the east by the Atlantic Ocean, the south by Charleston County, the west by Williamsburg County and the north by Horry County. The land area of the District encompasses 812 square miles.

Our District serves students in the towns of Georgetown, Andrews, Pawleys Island, and the rural areas in Georgetown County. The school district is comprised of 19 schools with approximately 10,000 students in grades pre-K through 12. Currently, there are nine (9) elementary schools, four (4) middle schools, and four (4) high schools, as well as the Howard Adult Center (that serves approximately 500 participants) and JB Beck Education Center in GCS D.

For more information about Georgetown County School District, please view our District website at [www.gcsd.k12.sc.us](http://www.gcsd.k12.sc.us).

### B. PURPOSE

The purpose of this Invitation for Bid (IFB) is to provide Georgetown County School District with multiple sources of commercial painting contractors on a fixed price for such services. Individual

projects may consist of interior work, exterior work, or a combination of both. The District anticipates awarding contracts to the three (3) lowest, responsive and responsible bidders.

### C. SCOPE OF SERVICES

- 1. General Information.** The price estimate supplied by the Contractor for a specific project shall include all labor, tools, and equipment. The District will supply the paint. If a project is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the GCSD Project Manager or designee and the Contractor. Each project will stand alone and must be authorized in the form of a Purchase Order.

In the event that no painting contracting services are requested during the contract period, project tasks will not be assigned.

- 2. Contract Inclusions/Exclusions.** Work under this Contract shall include but not be limited to interior and exterior painting and may also include surface preparation as required for acceptance of painting, including cleaning, small crack repair, patching, caulking, making good surfaces and areas, pre-treatment, sealing, priming, back-priming, pressure washing, and other minor repairs and preparation as necessary.

Surfaces concealed and made inaccessible by panel-boards, fixed ductwork, machinery, and equipment fixed in-place are not included. Articles obstructing access to those surfaces specified to be included in the work shall be removed for access and restored to their original position on completion.

- 3. Prices.** Prices under this Contract are "not to exceed" prices. The District will not authorize payment of more than the contracted price. Contractors may offer and the District may accept prices below those listed on the Contract at any time.
- 4. Quality Assurance.** All work is subject to inspection by the GCSD Project Manager or designee. Contractor may be required to correct any defective workmanship or to replace any defective materials with no further cost to GCSD.

With prior approval of GCSD Project Manager or designee, small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

Defective workmanship shall be corrected within 2-business days of notification of deficiency.

- 5. Performance Specifications.**

**Work During Business Hours.** Regular business hours are from 8:00 am to 5:00 pm. Monday through Friday, excluding holidays. The Contractor will not begin work on any job until a Purchase Order has been issued. Work extending beyond regular business hours must be approved by the GCSD Project Manager or designee. All work shall be scheduled a minimum of 24 hours in advance.

**Work During Non-Business Hours.** The Contractor will not work on any job during non-business hours unless prior approval has been obtained from the GCSD Project Manager or designee .

**Response Time.** All projects shall require a proposal provided by the Contractor which includes a complete description of the work to be performed, written cost estimate and schedule of completion that includes all labor, materials and equipment costs. An appointment to visit the job must be scheduled within 3 business days of the request from the GCSD Project Manager or designee. The District shall not be charged for the preparation of the proposal and cost estimate. Work is to begin and be completed within a reasonable timeframe, unless the GCSD Project Manager or designee indicates that a longer response time is acceptable. A “reasonable time frame” implies that the work is to commence and be completed in an amount of time that is “reasonable” by industry standards and is acceptable to the District. If needed, the District will contact other vendors to determine/verify the industry standard. Cost proposals shall be provided within three (3) working days following the site visit, unless an extension is granted by the GCSD Project Manager or designee.

**Regulatory Requirements.** The Contractor must conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of federal and state guidelines.

The Contractor must conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition.

6. **Job Site Visit and Proposal Information.** Contractor’s representative should visit the site of proposed work and familiarize himself with the extent of the work to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials and labor required. Contractor’s representative is responsible for obtaining accurate onsite measurements.

All prices must be consistent with the Contract unless specified elsewhere in the contract. Contractor should submit their proposal to the GCSD Project Manager or designee for approval. Each proposal must contain the following information:

- Date
- Contractor’s Quote Number
- Contract #1808014
- Contractor’s Name
- Project Location
- Material and Labor prices **separated** (sales tax will not be paid on labor).

## **D. SPECIFICATIONS**

**Materials.** Materials such as linseed oil, shellac, thinners, solvents, etc. shall be of the highest quality as approved and shall be compatible with paint materials being used as required.

**Paint.** Paint will be supplied by the District. Color selection shall be selected by the Project Manager or designee from a manufacturer’s full range of colors.

**Product Storage and Handling.** Store all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements in strict accordance with manufacturer's requirements.

**Safety.** Take all necessary precautionary and safety measures to prevent fire hazards, spontaneous combustion, and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop cloths, etc.) shall be stored in suitable closed and rated containers and removed from the work site on a daily basis, unless prior approval is obtained from Project Manager or designee to store on-site.

**Surplus Paint.** At completion of project, surplus paint shall be delivered to GCSD Project Manager or designee.

**Site Requirements/Interior Projects/Preparation.** Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust (airborne particles) will not affect the quality of finished surfaces. Remove all hardware, fixtures and accessories to be painted. Remove all nails, staples, decals, etc. from all areas. Scrape loose, cracked, peeling, blistered surfaces. Fill all holes and cracks, feather edges and dull gloss surfaces with sand paper. Spot prime these areas with the proper primer. Apply sealer to crayon marks, graffiti, stains, etc.

Compliance with manufacturer's recommendation as to environmental conditions under which coatings may be applied is required.

Adequate, in continuous ventilation and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application. Contractor shall provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements. Because of moisture generation and potential fire hazard, the use of gas fired heating units is not advised, unless otherwise approved by the GCSD Project Manager or designee.

Surfaces not being painted **shall be protected by covering and/or masking.**

**Site Requirements/Exterior Project/Preparation.** Every exterior surface shall be thoroughly cleansed before painting. In most cases, this will require both washing and rinsing, to prevent soap residue buildup.

The surface must be dry and in sound condition.

Remove mildew, oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50° F - unless the coating indicates it can be used down to 35°.

**Aluminum.** Remove all oil, grease, soil, drawing and cutting compounds, and other soluble contaminants with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam (SSPC-SP1 Solvent Cleaning).

**Block (Cinder and Concrete).** Remove all loose mortar and foreign material from block. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets, and other voids with a cement patching compound.

**Brick.** Brick must be free of dirt, loose and excess mortar, and foreign material.

**Concrete.** Concrete must have been poured and aged at a material temperature of at least 75° for at least 30 days before any coatings may be applied. Remove all grease, dirt, loose paint, oil, tar, glaze, laitance, efflorescence, loose mortar, and cement. Hardeners, sealers, form release agents, curing compounds, and other concrete treatments must be compatible with the coating, or be removed.

**Clean Up.** Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.

Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with safety requirements.

Clean equipment and dispose of wash water/solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.) paints, thinners, paint removers/strippers in accordance with safety requirements.

- E. **USE OF SUBCONTRACTORS.** The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by GCSD Project Manager or designee.
- G. **WARRANTY.** All work must be warrantied for one (1) year.
- H. **ADDITIONS / DELETIONS:** Georgetown County School District reserves the right to add or delete services, locations, etc. to this Contract as necessary. Prices for additions shall be negotiated with the Contractor at that time.
- I. **CONFIDENTIALITY:** Contractor shall consider information or knowledge in reference to this Contract as confidential. Contractor shall keep all information not openly known to the public confidential and private as such.

#### IV. INFORMATION FOR BIDDERS TO SUBMIT

**INFORMATION FOR BIDDERS TO SUBMIT – GENERAL** 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.

**SUBMITTING REDACTED BIDS:** 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 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.

## V. QUALIFICATIONS

**QUALIFICATION OF BIDDER:** (1) To be eligible for award, you must have the capability in all respects to perform fully the Contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any Subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions."

**QUALIFICATIONS – REQUIRED INFORMATION:** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. (d) List of failed projects, suspensions, debarments, and significant litigation.

In order to be considered a properly qualified Contractor under this Contract, the following qualification requirements must be adhered to:

(a) Bidder must have been in business for a minimum of five (5) years providing services that are the same or similar to the requirements stated in this solicitation. Provide a company profile, personnel resources, and expertise, structure, and length of time in business and specific experience to indicate ability necessary to meet all contractual requirements of this solicitation.

(b) Describe the company resources available including adequate staff to accomplish stated requirements and to serve the District during peak demands (summer months, holidays, etc.).



(c) Provide information from three (3) references that can verify your company's experience and qualifications to provide painting services as described in this solicitation. References should be from commercial projects. References will be contacted by e-mail, so you must provide a current e-mail address for each reference.

1. Company Name
2. Street or P. O. Address
3. City, State, Zip Code
4. Contact Name
5. Contact Phone Number
6. Contact Email Address
7. For each reference, provide a brief description the work performed.

(d) Bidder must provide a single point of contact with email and phone contact information for any and all concerns of the District.

(e) Bidder must have their established business within seventy-five (75) miles of GCSD District Office located at 2018 Church Street, Georgetown, SC 29440.

(e) Bidder must provide a list of failed projects, suspensions, debarments, and significant litigations, if any.

**NOTE: Throughout the term of the Contract, the Bidder must maintain the criteria stated above or the Contract may be terminated.**

## VI. AWARD CRITERIA

**AWARD CRITERIA – BIDS:** Award will be made to the lowest responsible and responsive Bidder(s).

**AWARD TO MULTIPLE BIDDERS:** Award will be made to more than one Bidder. A guaranteed amount of work is not assured to any one Contractor receiving an award.

**CALCULATING THE LOW BID:** A scenario including both interior and exterior painting will be used to determine the Bidder's bid price. The grand total of this scenario will be used for evaluation purposes only.

Scenario: One of the elementary schools in the district requires the following services in accordance to specifications in this solicitation:

- Sheetrock Walls...2 coats.....186,237 SF
- Metal Doors.....1 coat.....232 EA
- Metal Frames.....1 coat.....272 EA
- Metal Rails.....1 coat.....842 LF
- Structural Steel – 2 SF /LF...1 coat.....2,885 LF
- Stucco Panels.....1 coat.....9,531 SF
- Pressure Wash Ceilings/Stucco Panels.....12,461 SF

**THE DISTRICT RESERVES THE RIGHT TO CONSIDER HISTORIC INFORMATION AND FACT, WHETHER GAINED FROM THE BIDDER'S RESPONSE, REFERENCES, OR ANY OTHER SOURCE.**

## VII. TERMS AND CONDITIONS – A. GENERAL

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

**BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Georgetown County School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This Contract is voidable and subject to immediate termination by the District upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

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

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** (a) Any Contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of a Bid, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your Bid, if accepted by the Procurement Officer, (5) your Bid, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your Bid. Discussions are possible only if your Bid is apparently

responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the Bid.

**DISCOUNT FOR PROMPT PAYMENT:** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by Georgetown County School District regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

**FALSE CLAIMS:** According to the S.C. Code of Laws 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.

**FIXED PRICING REQUIRED:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

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

**NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to Contractor shall be to the address identified 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

**OPEN TRADE:** During the Contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PAYMENT & INTEREST:** (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this Contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

**PAYMENT WITH PROPER INVOICE:** Invoices and Statements specifying outstanding invoices by location may be submitted via email to [GCSD-AP-Invoices@gcsd.k12.sc.us](mailto:GCSD-AP-Invoices@gcsd.k12.sc.us) or mailed directly to Georgetown County School District, Attn: Accounts Payable, 2018 Church Street, Georgetown, SC 29440.

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

**PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this Contract by issuing a purchase order. Purchase orders may be used to elect any options available under this Contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this Contract. Purchase orders may be electronic. No particular form is required.

**SETOFF:** The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this Contract up to any amounts due and owing to the District with regard to this Contract including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATION:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES:** Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to Contractor, Contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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

**WAIVER:** The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

## VII. TERMS AND CONDITIONS – B. SPECIAL

**CHANGES:** (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for GCSO 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:** During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACTOR'S LIABILITY INSURANCE(MODIFIED):**(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the

general aggregate limit shall be twice the required occurrence limit. This Contract shall be considered to be an "insured contract" as defined in the policy.

(2) **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) **Worker's Compensation:** As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Georgetown County School District, and its officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, or the 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 if requested with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. 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:** 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:** The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional 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.

**DEFAULT:** The District may terminate this Contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any material 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.

**ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES:** The District may bid separately any unusual requirements or large quantities of supplies covered by this Contract.

**ESTIMATED QUANTITY - UNKNOWN:** A guaranteed amount of work is not assured to any one Contractor receiving an award. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

**ILLEGAL IMMIGRATION:** By signing your Bid, 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 - GENERAL:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of Contractor, its Subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is



subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Georgetown County School District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.

**LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the state, county, city or other government entity or unit to accomplish the work specified in this solicitation and the Contract.

**PRICE ADJUSTMENTS:** (1) Method of Adjustment. Any adjustment in the Contract price made pursuant to a clause in this Contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY:** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends Contractor notice rejecting the requested price increase.

**PRICE ADJUSTMENTS - LIMITED BY CPI "OTHER GOODS & SERVICES":** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted

percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov)

**RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this Contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW:** At the end of the initial term, and at the end of each renewal term, this Contract shall automatically renew for a period of one (1) year, unless Contractor receives notice that the district elects not to renew the Contract at least thirty (30) days prior to the date of renewal. Regardless, this Contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR:** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

**TERMINATION FOR CONVENIENCE:** The Procurement Officer may terminate this Contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the Contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. Upon such termination, the Contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this Contract: (i) Contract prices for supplies or services accepted under the Contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the Contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, Contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

## VIII. ATTACHMENTS TO SOLICITATION

### BIDDER'S CHECKLIST

**GEORGETOWN COUNTY SCHOOL DISTRICT**  
 BUSINESS SERVICES - PROCUREMENT OFFICE  
 2018 Church Street Georgetown, S.C. 29440  
 Phone (843) 436-7000

**Request for Quote:** #1808014  
**Date Issued:** March 7, 2018  
**Procurement Officer:** Vicki Williams  
**Phone:** (843) 436-7184  
**Fax:** (843) 436-7231  
**E-Mail Address:** Vwilliams@gcsd.k12.sc.us

**VIII. BIDDING SCHEDULE - Term Contract for District-wide Painting Services Page 1 of 2**

**All bidders are to complete the following Bidding Schedule and return it with their Bid response.**

DESCRIPTION	APPLICATIONS	UNIT OF MEASURE	UNIT PRICE
<b>WALLS AND CEILINGS</b>			
Concrete/Block/Brick/Sheet Rock/CMU's	1 coat	SF	\$
Brick/Block - Recessed	1	SF	\$
Sheet Rock - Ceilings	1 coat	SF	\$
Steel Decking and Siding	1 coat	SF	\$
Stucco Panels - Ceiling	1 coat	SF	\$
Wood Siding & Wood Shingles	1 coat	SF	\$
Wood Paneling - Stain, Seal & Varnish	1 coat	SF	\$
Wood Paneling - Prime & Paint	1 coat	SF	\$
<b>DOORS AND WINDOWS</b>			
Wood Door	1 coat	Each	\$
Metal Door (Factory Primed)	1 coat	Each	\$
Metal Frame (Factory Primed)	1 coat	Each	\$
Metal Casing	1 coat	SF	\$
Over-Sized Metal or Wood Door	1 coat	Each	\$
Metal Rails	1 coat	SF	\$
Wood Windows (including Frame & Trim)	1 coat	Each	\$
Steel Windows	1 coat	Each	\$
Window Lite Kits on Doors (Metal)	1 coat	Each	\$
<b>FLOORS</b>			
Cement with Epoxy Paint	1 coat	SF	\$
Floor Prep for Painting	1 coat	SF	\$
<b>MISCELLANEOUS WOOD</b>			
Cabinets - Prime & Paint	1 coat	SF	\$
Cabinets - Stain & Varnish	1 coat	SF	\$
Large Wood Trim - Stain, Seal & Varnish	1 coat	LF	\$
Large Wood Trim - Prime & Paint	1 coat	LF	\$
Small Decorative Wood Trim - Stain, Seal & Varnish	1 coat	LF	\$
Small Decorative Wood Trim - Prime & Paint	1 coat	LF	\$
<b>MISCELLANEOUS METAL</b>			
Metal - Sprayed	1 coat	SF	\$
Structural Steel - 2 SF per LF	1 coat	LF	\$
Structural Steel - 4 SF per LF	1 coat	LF	\$
Gutters, Down Spouts & Flashing - 4"	1 coat	LF	\$
Gutters, Down Spouts & Flashing - 5"	1 coat	LF	\$
Gutters, Down Spouts & Flashing - 6"	1 coat	LF	\$
Piping - Prime & Paint - 4"	1 coat	LF	\$
Piping - Prime & Paint - 6"	1 coat	LF	\$
Piping - Prime & Paint - 8"	1 coat	LF	\$
Piping - Prime & Paint - 10"	1 coat	LF	\$
<b>MISCELLANEOUS SERVICES</b>			
Furniture Moving		1 Job	\$
Excess Glue Removal		1 SF	\$
Extra Prep for Water Damage		1 Hour	\$
Pressure Washing		SF	\$
Repaint Stripes on Parking Lot		1 LF	\$
Crack Repair on Asphalt (Tennis Courts)		1 LF	\$
Crack Repair on Epoxy Floors		1 LF	\$
Lift Rental on as-needed basis		1 Job	\$
Mobilization Costs for Jobs Less Than \$5,000		1 Job	\$
Miscellaneous Labor Charge for Services Not Otherwise Listed		1 Hour	\$

<b>GEORGETOWN COUNTY SCHOOL DISTRICT</b> BUSINESS SERVICES - PROCUREMENT OFFICE 2018 Church Street      Georgetown, S.C. 29440 Phone (843) 436-7000	<b>Request for Quote:</b> #1808014 <b>Date Issued:</b> March 7, 2018 <b>Procurement Officer:</b> Vicki Williams <b>Phone:</b> (843) 436-7184 <b>Fax:</b> (843) 436-7231 <b>E-Mail Address:</b> Vwilliams@gcsd.k12.sc.us	
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## Statement of Acceptance

**Description: Term Contract for District-wide Painting Services**

**I, the undersigned, have read Solicitation #1808014 and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.**

**Furthermore, I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.**

\_\_\_\_\_  
 Proposal Preparer (please print)

\_\_\_\_\_  
 Proposal Preparer (signature)

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

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Email address

<b>GEORGETOWN COUNTY SCHOOL DISTRICT</b> BUSINESS SERVICES - PROCUREMENT OFFICE 2018 Church Street      Georgetown, S.C. 29440 Phone (843) 436-7000	<b>Invitation for Bid:</b> <b>Date Issued:</b> <b>Procurement Officer:</b> <b>Phone:</b> <b>Fax:</b> <b>E-Mail Address:</b>	<b>#1808014</b> <b>March 7, 2018</b> <b>Vicki Williams, CPPO</b> <b>(843) 436-7184</b> <b>(843) 436-7231</b> <b>vwilliams@gcsd.k12.sc.us</b>
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## REFERENCES

**Description: Term Contract for District-wide Painting Services**

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

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Type of service provided:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

\*\*\*\*\*

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

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Type of service provided:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

\*\*\*\*\*

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

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Type of service provided:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

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

<b>GEORGETOWN COUNTY SCHOOL DISTRICT</b> BUSINESS SERVICES - PROCUREMENT OFFICE 2018 Church Street                      Georgetown, S.C. 29440 Phone (843) 436-7000	<b>Invitation for Bid:</b> <b>Date Issued:</b> <b>Procurement Officer:</b> <b>Phone:</b> <b>Fax:</b> <b>E-Mail Address:</b>	<b>#1808014</b> <b>March 7, 2018</b> <b>Vicki Williams, CPPO</b> <b>(843) 436-7184</b> <b>(843) 436-7231</b> <b>vwilliams@gcsd.k12.sc.us</b>
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## **SECURITY AND BACKGROUND CHECKS**

### **Description: Term Contract for District-wide Painting Services**

**RESPONSIBILITY FOR SAFETY AND SECURITY:** The safety and security of District staff, students and the general public are of utmost priority to the District. To that end, the Contractor shall be responsible for ensuring that the Contractor, and anyone enjoined to the Contractor comply with the following:

- a. **NO drugs or alcohol on District property or adjacent thereto.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- b. **NO knives, firearms or other weapons on District property or adjacent thereto.** The offending party shall be reported to authorities and arrested.
- c. **NO fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, or District representatives, agents, or employees.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- d. **NO improper attire or actions while on District property or adjacent thereto.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- e. **NO smoking on District property.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- f. Take all necessary precautions to ensure minimal loss of utilities and facilities required by the occupants of any existing building or facilities and minimal disruption of the educational process.
- g. Secure **SLED (State Law Enforcement Division) criminal background checks** on all Contractor and subcontractor representatives, agents and employees performing work on District property, and produce proof of such background checks upon request of the District.
- h. Take all necessary precautions to protect students, parents, visitors or District representatives, agents or employees as well as property belonging to those individuals or other third parties during the contract term. **Failure to meet the requirements of conduct in this paragraph, as determined by the District, may result in arrest and/or payment of fines, or stoppage of performance until corrective action is taken, with no increase in contract price or contract term. In addition, the Contractor may be subject to payment to the District of all reasonable costs incurred by the District as a result of non-conformance to this paragraph.**
- i. Contractor/Subcontractor's must stipulate that they are responsible for running a **National Sex Offender Registry check** on their employees who work in schools.

*By signing below, the bidder agrees to prohibit any employees or sub-contractor employees from performing work or services at Georgetown County School District if they are deemed to be Registered Sex Offenders, or pose a known criminal danger to children or staff. The vendor hereby agrees to run a National Sex Offender Registry check (<http://www.nsopr.gov/>) or equivalent on all employees or sub-contractor employees who may be in the proximity of school children or staff. This check must be done by the vendor prior to performing any work or services at Georgetown County School District.*

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

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

# OFFEROR'S CHECKLIST

## ***AVOID COMMON BID/PROPOSAL 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 BID/PROPOSAL TO MAKE SURE YOUR BID/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 BID/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 BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/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 PREBID/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.