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|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------|
|  | <b>District Five of Lexington and Richland Counties</b><br><br><b>Invitation for Bid</b> | Solicitation #       | 2024-025                                                     |
|                                                                                   |                                                                                          | Date Issued          | March 28, 2024                                               |
|                                                                                   |                                                                                          | Procurement Official | Lauren Bové, CPPO, CPPB                                      |
|                                                                                   |                                                                                          | Phone                | (803) 476-8182                                               |
|                                                                                   |                                                                                          | E-Mail Address       | <a href="mailto:D5bids@lexrich5.org">D5bids@lexrich5.org</a> |

|                                                        |                           |                   |                                                              |
|--------------------------------------------------------|---------------------------|-------------------|--------------------------------------------------------------|
| DESCRIPTION                                            | Grease Trap Replacement   |                   |                                                              |
| <i>The Term "Offer" Means Your "Bid" or "Proposal"</i> |                           |                   |                                                              |
| SUBMIT OFFER BY                                        | April 18, 2024 @ 11:00 am |                   |                                                              |
| QUESTIONS MUST BE RECEIVED BY                          | April 11, 2024 @ 12:00 pm | Electronically to | <a href="mailto:D5bids@lexrich5.org">D5bids@lexrich5.org</a> |
| NUMBER OF COPIES TO BE SUBMITTED                       | One (1)                   |                   |                                                              |

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

SUBMIT YOUR SEALED OFFER TO:

|                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>District Five of Lexington and Richland Counties</b><br><b>Purchasing Office</b><br><b>1020 Dutch Fork Road</b><br><b>Irmo, SC 29063</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                              |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>CONFERENCE TYPE:</b> N/A<br><b>DATE &amp; TIME:</b><br><br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | <b>LOCATION:</b> N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|

|                               |                                                                                                                                                                                                                                                                                                      |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AWARD &amp; AMENDMENTS</b> | The award, this solicitation, and any amendments will be posted at the following web address:<br><a href="https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards">https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards</a> |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                   |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| You <b>must</b> submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                   |             |
| NAME OF OFFEROR (Full legal name of business submitting the offer)                                                                                                                                                                                                                                                                                                                                                                                             | OFFEROR'S TYPE OF ENTITY:<br>(Check one)                                                                                                                                                                                                                                                                                                                          |             |
| AUTHORIZED SIGNATURE<br><br>(Person signing <b>must</b> be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.)                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |             |
| TITLE (Business title of person signing above)                                                                                                                                                                                                                                                                                                                                                                                                                 | PRINTED NAME (Printed name of person signing above)                                                                                                                                                                                                                                                                                                               | DATE SIGNED |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror <b>must</b> be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. |                                                                                                                                                                                                                                                                                                                                                                   |             |
| STATE OF INCORPORATION<br><br>(If Offeror is a corporation, identify the state of Incorporation.)                                                                                                                                                                                                                                                                                                                                                              | TAXPAYER IDENTIFICATION NO.                                                                                                                                                                                                                                                                                                                                       |             |

**COVER PAGE**

**PAGE TWO**  
**(Return Page Two with Your Offer)**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                          |                                                                          |                                                                          |                                                                                                                                                             |                         |                  |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------|----------------------|
| <b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                          |                                                                          |                                                                          | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)                                 |                         |                  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                          |                                                                          |                                                                          | Area Code -    Number -        Extension                      Facsimile                                                                                     |                         |                  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                          |                                                                          |                                                                          | E-Mail Address                                                                                                                                              |                         |                  |                      |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)<br>(See "Payment" clause)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                          |                                                                          |                                                                          | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)<br>(See "Purchase Orders" and "Contract Documents" clauses)                            |                         |                  |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                          |                                                                          |                                                                          | Order E-Mail Address:                                                                                                                                       |                         |                  |                      |
| <input type="checkbox"/> Payment Address same as Home Office Address<br><input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                          |                                                                          |                                                                          | <input type="checkbox"/> Order Address same as Home Office Address<br><input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b> |                         |                  |                      |
| <b>ACKNOWLEDGMENT OF AMENDMENTS:</b><br>Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                          |                                                                          |                                                                          |                                                                                                                                                             |                         |                  |                      |
| Amend<br>ment<br>No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Amendment Issue<br>Date                                                  | Amendment<br>No.                                                         | Amendment Issue<br>Date                                                  | Amendment<br>No.                                                                                                                                            | Amendment Issue<br>Date | Amendment<br>No. | Amendment Issue Date |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                          |                                                                          |                                                                          |                                                                                                                                                             |                         |                  |                      |
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| DISCOUNT FOR<br>PROMPT<br>PAYMENT<br>(See "Discount for<br>Prompt Payment"<br>clause)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 10 Calendar Days (%)<br><br><div style="text-align: center;">_____</div> | 20 Calendar Days (%)<br><br><div style="text-align: center;">_____</div> | 30 Calendar Days (%)<br><br><div style="text-align: center;">_____</div> | _____ Calendar Days (%)<br><br><div style="text-align: center;">_____</div>                                                                                 |                         |                  |                      |
| <b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):</b> On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a> . <b>ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.</b> [11-35-1524(E)(4)&(6)] <span style="color: red; float: right;"><b>PREFERENCES DO NOT APPLY</b></span> |                                                                          |                                                                          |                                                                          |                                                                                                                                                             |                         |                  |                      |
| <b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                          |                                                                          |                                                                          |                                                                                                                                                             |                         |                  |                      |
| <input type="checkbox"/> In-State Office Address same as Home Office Address<br><input type="checkbox"/> In-State Office Address same as Notice Address (check only one)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                          |                                                                          |                                                                          |                                                                                                                                                             |                         |                  |                      |
| <b>PREFERENCES DO NOT APPLY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                          |                                                                          |                                                                          |                                                                                                                                                             |                         |                  |                      |

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## I. SCOPE OF SOLICITATION

School District Five of Lexington and Richland Counties is soliciting competitive sealed bids from qualified sources for grease trap replacements at Harbison West Elementary School (257 Crossbow Drive, Columbia, SC 29212) and one CrossRoads Intermediate School (6949 St. Andrews Road, Columbia, SC 29212).

Bidders are encouraged to inspect the conditions at each site prior to bidding. Bidders are required to check in at the main office of each school upon arrival.

**ACQUIRE SERVICES & SUPPLIES/EQUIPMENT:** The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions

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

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

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

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

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

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

CONTRACT means all types of District Five of Lexington and Richland Counties' agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract TITLED "Changes, "if included herein, authorizes the Procurement Coordinator to order without the consent of the contractor.

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

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT means District Five of Lexington and Richland Counties.

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

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term

Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

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

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

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

**AUTHORIZED AGENT:** All authority regarding 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 or the resulting contract.

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

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

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

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

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

(a) By submitting an offer, the Offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:
  - (i) Those prices;
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

- (a)
  - (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
    - (i) Offeror and/or any of its Principals
      - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
      - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
      - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
    - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
  - (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

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

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

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

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

**DISTRICT OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.lexrich5.org>

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

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

**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 an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PROTESTS:** If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

**PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.***

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

**QUESTIONS FROM OFFERORS:**

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

**Email is the preferred method for submitting with "Questions: Solicitation # as the subject of the email."**  
**Questions must be submitted in an easily copied format such as Word.**

**Email:** [D5bids@lexrich5.org](mailto:D5bids@lexrich5.org)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 476-8138.

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

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

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

multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

(e) Unbalanced Bidding. The district may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other Mandatory for all solicitations. Table of Clauses (SEP 2017) 12 Clause # Text Guidance on Use text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING A PAPER OFFER OR MODIFICATION:** (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Address to the Office of Procurement Services as specified in the Solicitation (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**TAXPAYER IDENTIFICATION NUMBER:** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

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

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

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

**BID BOND:** Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the Using Governmental Unit.

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

**BACKGROUND CHECKS:** The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition,

the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

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

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

**PROTESTS: (This only applies to contracts exceeding \$50,000.00.)** Bidders desiring to exercise protest rights under Section 4210 of the District Procurement Code should direct all correspondence to:

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

**SITE VISIT – Bidders are strongly encouraged to visit each site prior to bidding to inspect the sites.** All visitors are required to check in at the front office of the school.

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

### III. SCOPE OF WORK / SPECIFICATIONS

#### SCOPE OF WORK:

School District Five of Lexington and Richland Counties is soliciting competitive sealed bids from qualified sources for grease trap replacements at Harbison West Elementary School (257 Crossbow Drive, Columbia, SC 29212) and one CrossRoads Intermediate School (6949 St. Andrews Road, Columbia, SC 29212). Please see Attachment D for the project plans & drawings.

Bidders are encouraged to inspect the conditions at each site prior to bidding. Bidders are required to check in at the main office of each school upon arrival.

**DELIVERY/ PERFORMANCE LOCATION – PURCHASE ORDER:** After award, all deliveries must be made and all services provided to the location specified by the District in its purchase order.

**QUALITY- NEW-** All materials furnished shall be new and unused.

### IV. INFORMATION FOR OFFERORS TO SUBMIT

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL:** Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

#### MINORITY PARTICIPATION:

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

☐ Traditional minority

☐ Traditional minority, but female ☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> following URL: <http://osmba.sc.gov/directory.html>

**REFERENCES** Provide a minimum of three (3) references from employers with similar contracts. References to include the name, contact person, telephone number, email address, and type of services performed.

**SUBMITTING REDACTED OFFERS:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

## **V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR:** (1) To be eligible for award, 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."

**SUBCONTRACTOR – IDENTIFICATION:** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

## **VI. AWARD CRITERIA**

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

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

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

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

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

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

(including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

**AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

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

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

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

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

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of

Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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

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

**OPEN TRADE REPRESENTATION:** 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 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.

**PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS:** "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

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

**PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

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

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

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

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

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

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

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

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

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

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

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

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

1. The contractor shall furnish all labor, equipment, transportation, materials and supplies necessary to perform the work.
2. The contractor shall have all underground utilities located prior to beginning any work.
3. The contractor shall repair and return to their original state all areas damaged or disturbed by the contractor.
4. The contractor shall exercise precautions at all times for the protection and safety of their employees, school staff, students, and the general public. Barricades will be provided at the contractor's expense when work is performed in areas traversed by persons or vehicles or when deemed necessary by the District.
5. The contractor shall remove from site, and legally/properly dispose of, all construction material and debris, including the existing grease traps.
6. The contractor shall maintain workplace safety standards at all times.
7. Performance Period: Work shall begin on June 03, 2024 and be substantially complete on July 26, 2024. The work shall be finally complete on August 01, 2024.
  - a. Time of Substantial Completion: Unless an extension of time is granted, work under this contract shall be substantially complete on July 26, 2024. Substantial completion is defined as the date all work is certified by the Design Professional and Third-Party Inspector as being sufficiently complete in accordance with the contract documents, so that people may safely occupy the workspace for use of which it was intended.
  - b. Time of Final Completion: Time of Final Completion: Unless an extension is granted, work under this contract shall be finally complete on August 1, 2024.
8. Liquidated Damages: Should the contractor fail to substantially complete the work under this contract within the stipulated days plus any additional that may result from extensions of time granted by the owner, the contractor agrees that the Owner may retain the sum of five hundred dollars \$500.00 for each calendar day the actual Contract Time for Substantial Completion exceeds the specified Date of Substantial Completion.
9. The contractor is responsible for purchasing and securing all permits and/or licenses that may be required by the State South Carolina or local municipalities for this project.

10. SC law requires that contractors who are awarded contracts in excess of \$5,000 be licensed by the SC Contractors Licensing Board if required for the project. The contractor's SC General Contractor's license number must be clearly indicated on the face of the envelope of bids exceeding this amount. Contractors must include a copy of their license(s) with their bid.
11. All bids over \$100,000.00 must be accompanied by a 5% Bid Bond with Power of Attorney.
12. For construction projects over \$50,000.00, the successful bidder will be required to submit a Performance and Payment Bond in the amount of 100% of the contract amount.
13. For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices state in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, not more than the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:
  - a. To the Contractor for work performed by the Contractor's own forces, 15% of the Contractor's actual costs.
  - b. To each Subcontractor for work performed by the Subcontractor's own forces, 15% of the subcontractor's actual costs.
  - c. To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).
14. Insurance: Contractor shall provide and maintain during the entire performance period minimum insurance limits of **Low Risk** as shown in the Minimum Insurance Limits Guideline. **Include a copy of your insurance certificate (COI) with your bid.**

| Minimum Insurance Limits Guidelines |                                        |                                                                                                                                                                                         |             |             |
|-------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| FORM                                | BASIS                                  | HIGH RISK                                                                                                                                                                               | MEDIUM RISK | LOW RISK    |
| Commercial General Liability (CGL)  | Occurrence                             | \$5 Million                                                                                                                                                                             | \$2 Million | \$1 Million |
|                                     | Aggregate                              | \$10 Million                                                                                                                                                                            | \$5 Million | \$2 Million |
|                                     | Products-Completed Operation Aggregate | \$10 Million                                                                                                                                                                            | \$5 Million | \$2 Million |
|                                     | Personal/Advertising Injury            | \$5 Million                                                                                                                                                                             | \$2 Million | \$1 Million |
| Employer's Liability                | BI - Occurrence                        | \$1 Million                                                                                                                                                                             | \$500,000   | \$250,000   |
|                                     | Disease - Occurrence                   | \$1 Million                                                                                                                                                                             | \$500,000   | \$250,000   |
|                                     | Disease - Aggregate                    | \$2 Million                                                                                                                                                                             | \$1 Million | \$500,000   |
| Business Automobile Liability       | Occurrence                             | \$2 Million                                                                                                                                                                             | \$2 Million | \$1 Million |
| Workers Comp                        |                                        | 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. |             |             |

#### CHANGES:

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

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;

- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

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

**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 non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

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

**DEFAULT:**

(a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

**REBATES BONUSES, AND OTHER FINANCIAL BENEFITS:** All rebates, bonuses, discounts or other financial benefits derived from the procurement process must accrue to the District's nonprofit school food service account as defined in 7CFR 210.21(f). Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allowable to the allowable portion of the costs billed to the District.

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

**INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees,

costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnities" means District Five of Lexington and Richland Counties, 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.

**MATERIAL AND WORKMANSHIP:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

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

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

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

**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.

**TERMINATION FOR CONVENIENCE:** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under

terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement 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. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

**WARRANTY- STANDARD:** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

## VIII. BIDDING SCHEDULE

**Vendor Name:** \_\_\_\_\_

The bid price includes all work required by, and in strict accordance, with the bid documents, plans and specifications for this project.

| Description                                                                        | Total Cost |
|------------------------------------------------------------------------------------|------------|
| <b>Harbison West Elementary School</b><br>257 Crossbow Drive, Columbia, SC 29212   | \$         |
| <b>CrossRoads Intermediate School</b><br>6949 St. Andrews Road, Columbia, SC 29212 | \$         |

**GRAND TOTAL (Basis of Award):** \$ \_\_\_\_\_

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

**Print name and Title:** \_\_\_\_\_

## **ATTACHMENTS TO SOLICITATION**

### **LIST OF ATTACHMENTS**

The following documents are attached to this solicitation:

- A. References
- B. Minority Participation Affidavit
- C. Offeror's Checklist
- D. Project Drawings & Plans

## ATTACHMENT A

### REFERENCES

**Instructions:** Provide three references of customers that you have provided similar services as is described in this solicitation. The list of References shall be completed in its entirety and submitted with the bid response.

Company/School Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

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

Type of Service: \_\_\_\_\_

Company/School Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

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

Type of Service: \_\_\_\_\_

Company/School Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

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

Type of Service: \_\_\_\_\_

## ATTACHMENT B

### MINORITY PARTICIPATION AFFIDAVIT

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>  
[04-4015-3]

**ATTACHMENT C**  
**Offeror's Checklist**

**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.

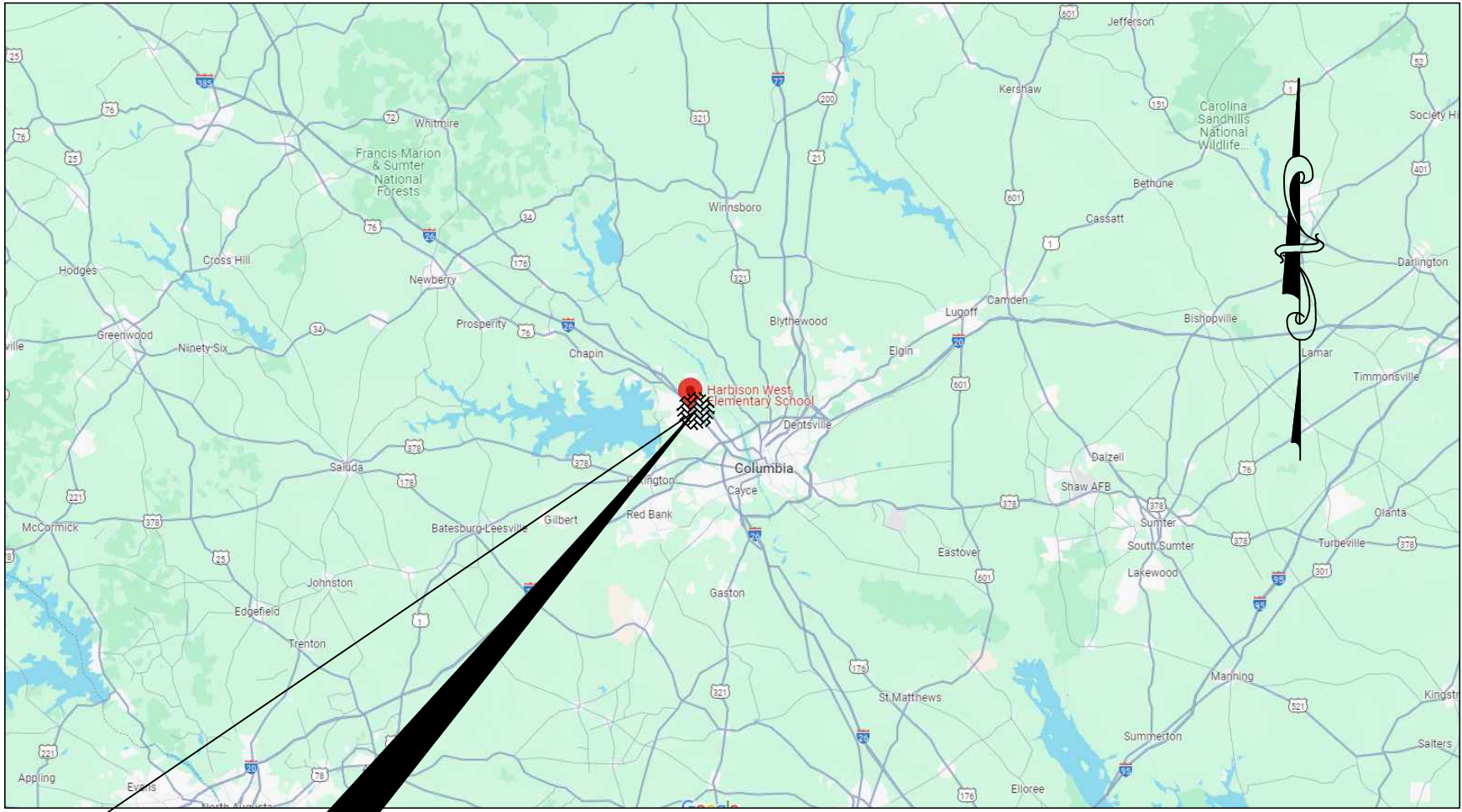
- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ✓ MAKE SURE THAT 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 OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your offer.

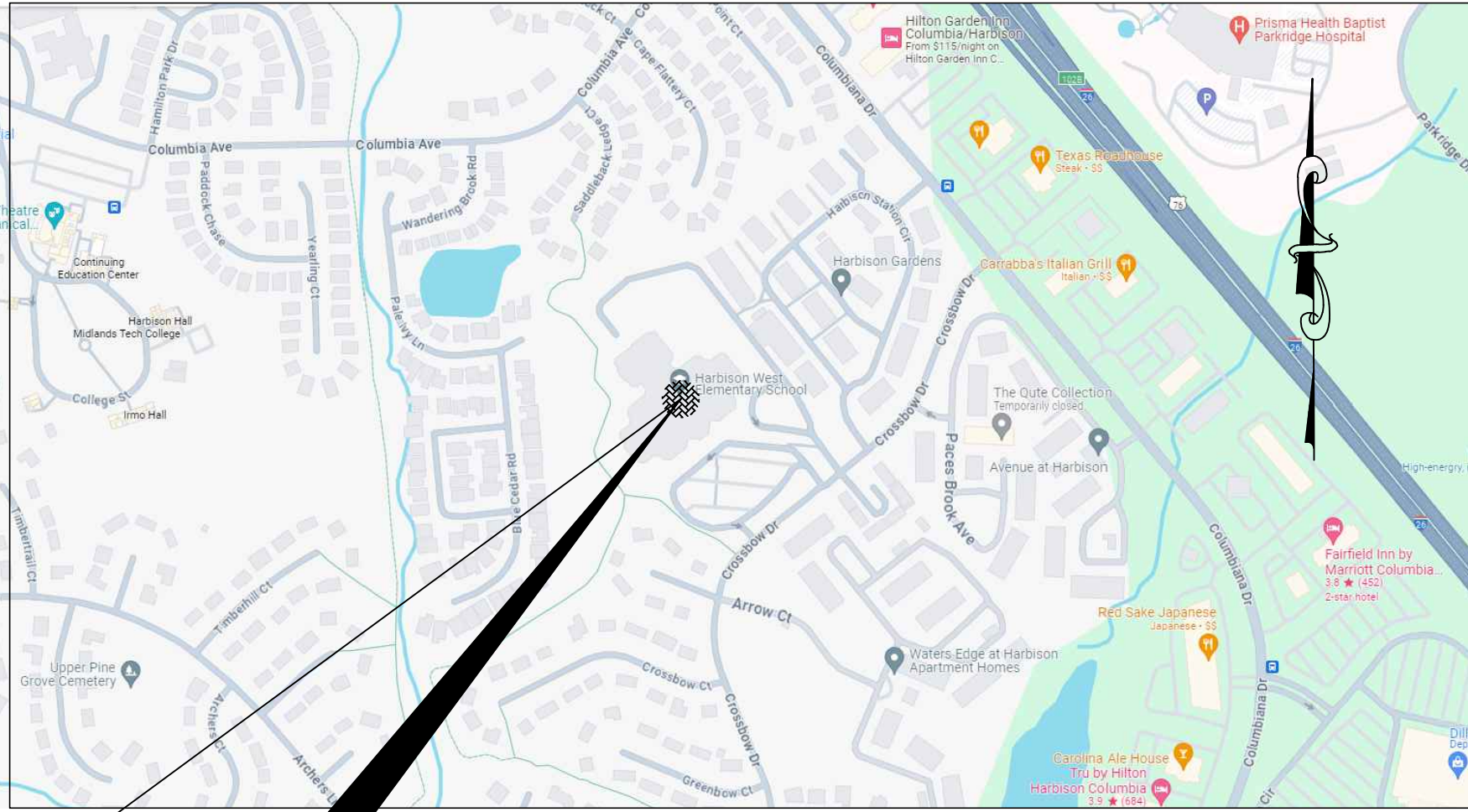
**SUBMIT WITH OFFER:**

1. Cover Page
2. Page 2
3. Bid Schedule
4. Reference Sheet
5. Minority Participation Affidavit
6. Completed W-9
7. Copy of License(s), if applicable
8. Certificate of Insurance (COI)

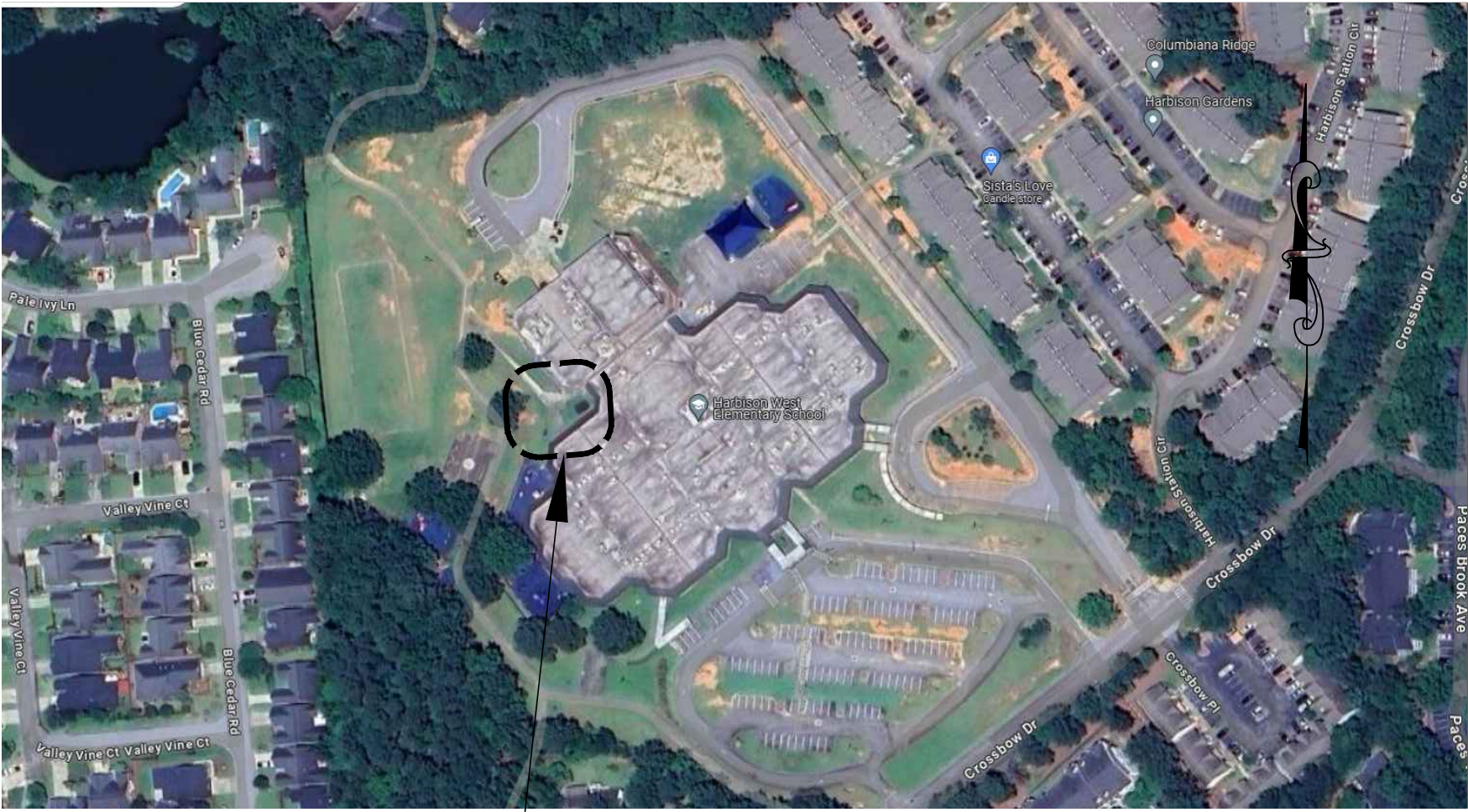
## ATTACHMENT D: Project Drawings & Plans



LOCATION MAP



VICINITY MAP



CAMPUS MAP

PROJECT AREA

INDEX OF DRAWINGS

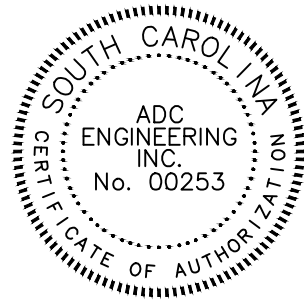
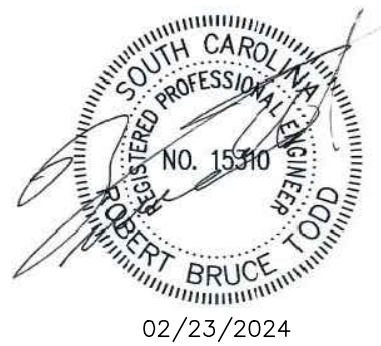
|       |                                                                     |
|-------|---------------------------------------------------------------------|
| Civil |                                                                     |
| C-100 | COVER                                                               |
| C-101 | EXISTING CONDITIONS AND DEMOLITION PLAN AND GREASE TRAP REPLACEMENT |
| C-102 | DETAILS                                                             |

# HARBISON WEST ELEMENTARY GREASE TRAP REPLACEMENT

## FEBRUARY 23, 2024

HARBISON WEST ELEMENTARY  
GREASE TRAP REPLACEMENT

LEXINGTON  
SOUTH CAROLINA



**ADC**  
ENGINEERING  
1226 YEAMANS HALL ROAD  
HANAHAN, SC 29410  
843-566-0161  
ADCENGINEERING.COM

**811** CONTRACTOR SHALL CONTACT 811 (1-888-721-7877) FOR LOCATIONS OF ALL UTILITIES AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION.

|                |            |
|----------------|------------|
| DATE:          | 02/23/2024 |
| ADC PROJECT #: | 23393      |
| DESIGNED:      | RBT        |
| CHECKED:       | RBT        |
| DRAWN:         | CTH        |
| REVISION:      |            |
|                |            |
|                |            |
|                |            |
|                |            |

COVER

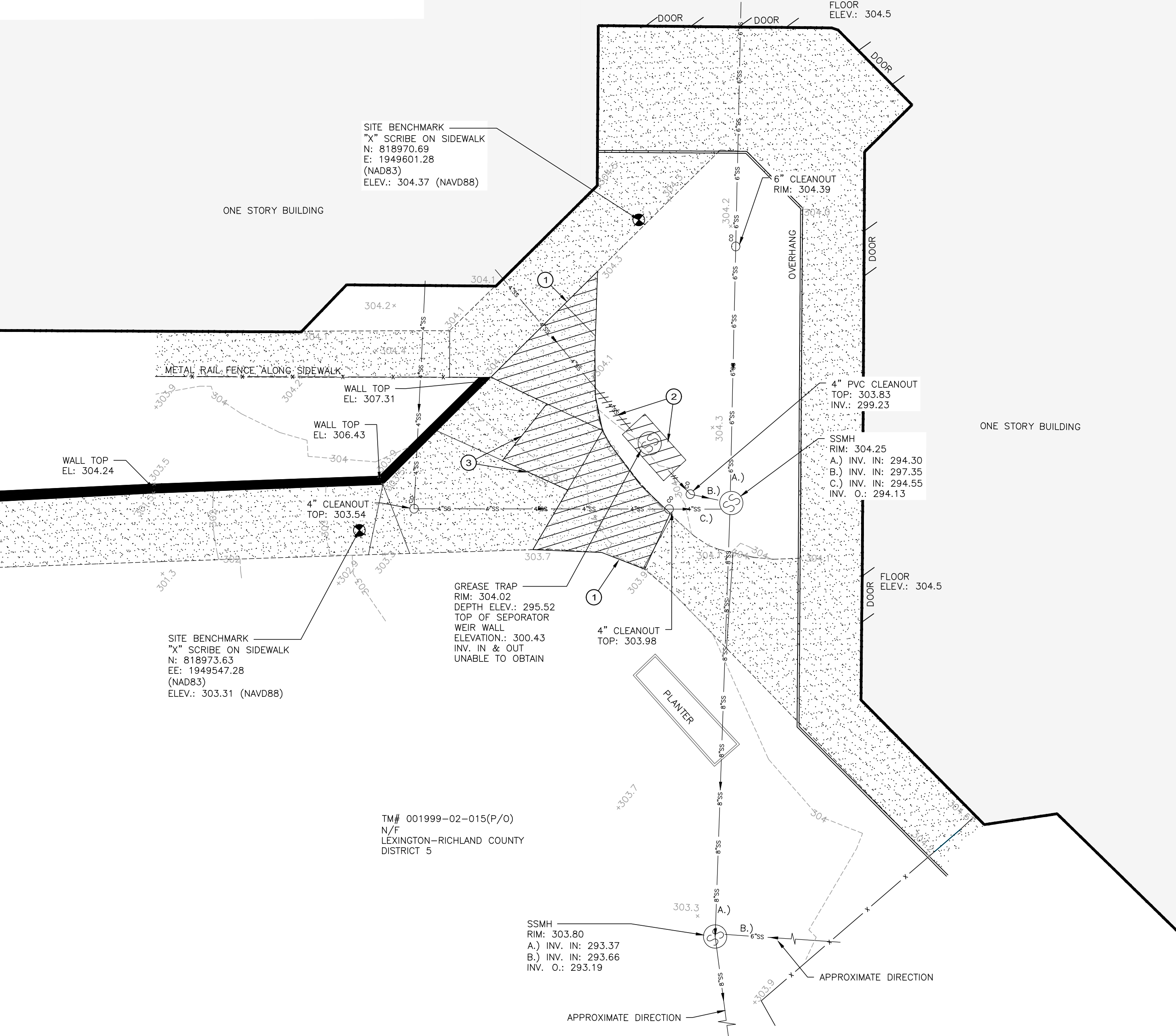
C-100

| OWNER/ZONING/SITE INFORMATION |                                      |
|-------------------------------|--------------------------------------|
| ITEM                          | DESCRIPTION                          |
| TMS #                         | 001999-02-015                        |
| OWNER                         | STEVE KANE                           |
| OWNER ADDRESS                 | 1020 DUTCH FORK ROAD, IRMO, SC 29063 |
| OWNER PHONE                   | 803-476-8151                         |
| OWNER EMAIL                   | SKANE@LEXRICHS.ORG                   |
| SITE ADDRESS                  | 257 CROSSBOW DR, COLUMBIA, SC 29212  |

| PIPING NOTES - SEWER                                              |
|-------------------------------------------------------------------|
| 1. ALL SEWER PIPE MATERIAL SHALL BE PVC SCH 40 OR APPROVED EQUAL. |

| RECORD DRAWING                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. CONTRACTOR IS RESPONSIBLE FOR PROVIDING SURVEYED ELEVATIONS AND HORIZONTAL LOCATIONS OF ALL NEW STRUCTURES INCLUDING RIM ELEVATIONS AND PIPE INVERTS. SURVEY IS TO BE COMPLETED BY A REGISTERED LAND SURVEYOR IN SOUTH CAROLINA. PROVIDE A DIGITAL AND A HARD COPY PLAN TO ENGINEER BEFORE REQUESTING A FINAL INSPECTION. |

| EXISTING CONDITONS/ DEMOLITION PLAN KEY NOTES                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ① SAWCUT CONCRETE ALONG EXISTING SCORE JOINTS AS INDICATED AND REMOVE.                                                                                          |
| ② REMOVE EXISTING GREASE TRAP FOR REPLACEMENT. REMOVE EXISTING 4" SEWER SERVICE AS NEEDED FOR INSTALLATION OF NEW GREASE TRAP. COORDINATE WITH DRAWING 2/C-101. |
| ③ SAWCUT TO MIDDLE OF CONCRETE PAD AS INDICATED SO REMAINDER IS SQUARE AND REMOVE.                                                                              |



1 C-101 EXISTING CONDITIONS AND DEMOLITION PLAN

1"=10'

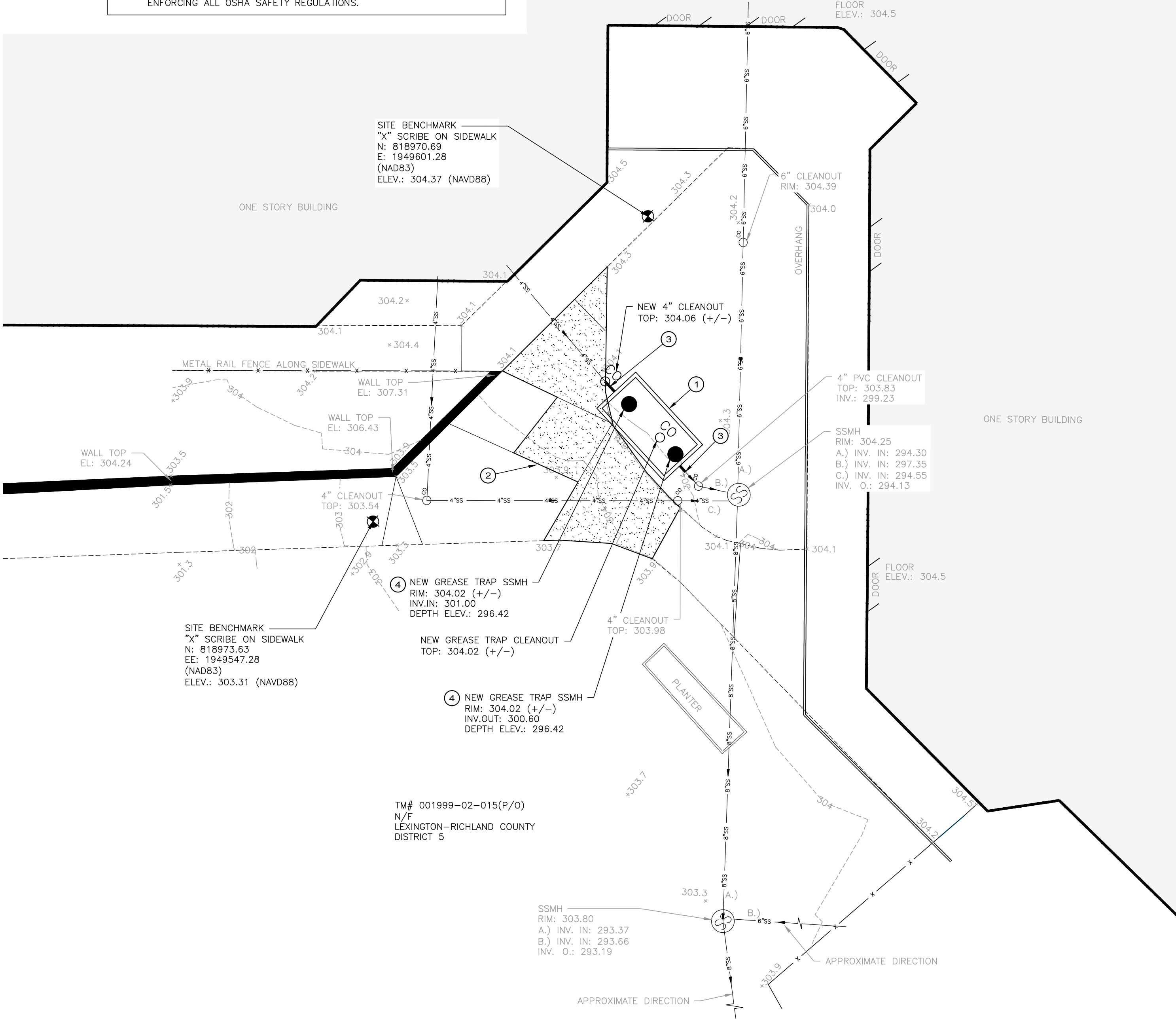
| LEGEND DEMOLITION |          |                                                |
|-------------------|----------|------------------------------------------------|
| DEMOLITION        | EXISTING | DESCRIPTION                                    |
| N/A               |          | BENCHMARK/CONTROL POINT                        |
| N/A               |          | PROPERTY LINE BUILDING                         |
| N/A               |          | LIGHT POLE                                     |
| N/A               |          | TREE                                           |
|                   |          | BITUMINOUS SURFACE CONCRETE SURFACE            |
|                   |          | CURB AND GUTTER CONTOUR                        |
|                   |          | CHAIN LINK FENCE WATER VALVE                   |
|                   |          | WATER METER                                    |
|                   |          | OVERHEAD POWER w/POWER POLE                    |
|                   |          | SANITARY SEWER SERVICE SANITARY SEWER CLEANOUT |
|                   |          | STORM DRAIN LINE w/STRUCTURE                   |
|                   |          | KEY NOTE REFERENCE                             |

| GENERAL CONSTRUCTION NOTES                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. TOPOGRAPHIC SURVEY WAS COMPLETED BY SURVEYING AND MAPPING LLC, ON NOVEMBER 29, 2023. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY ADC ENGINEERING.                                                                   |
| 2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45063C0133J, DATED 07/05/2018, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".                                                                                                      |
| 3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.                                                                                       |
| 4. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.                                                                                      |
| 5. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO COMPLETE ALL WORK AS INDICATED ON THE CONSTRUCTION DOCUMENTS                                                                                 |
| 6. THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR REVIEWING CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. |
| 7. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.                                                           |
| 8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.                    |

| GENERAL CONSTRUCTION NOTES CONTINUED                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES.                                                                                                                                                   |
| 10. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.       |
| 11. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THIS CONTRACT. |
| 12. DETAILS ARE INTENDED TO SHOW FINAL RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB SITE DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.                                                                                 |
| 13. THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, ROADWAY, DRAINAGE WAYS, CULVERTS AND VEGETATION UNTIL SUCH ITEMS ARE TO BE DISTURBED OR REMOVED AS INDICATED ON THE CONSTRUCTION DOCUMENTS.                                                 |
| 14. CONTRACTOR SHALL KEEP JOB SITE ARE CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS AND RUBBISH, AT COMPLETION OF THE PROJECT CONTRACTOR SHALL REMOVE ALL MATERIAL AND EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY.                                                   |
| 15. REPRESENTATIONS OF TRUE NORTH SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THIS JOB SITE.                                                                                                                                                             |
| 16. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY THE CONTRACTOR AND ISSUED TO THE ARCHITECT/ENGINEER AT THE COMPLETION OF THE PROJECT.                                                          |
| 17. THE CONTRACTOR SHALL CLEAR THE SITE OF ALL VEGETATION, DEBRIS, AND EXISTING IMPROVEMENTS WITHIN THE PROJECT SITE TO PROMOTE CONSTRUCTION.                                                                                                                                        |
| 18. ALL WORK BY THE PRIME CONTRACTOR AND SUB CONTRACTORS SHALL BE PERFORMED IN ACCORDANCE WITH OSHA GUIDELINES. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND ENFORCING ALL OSHA SAFETY REGULATIONS.                                                                  |

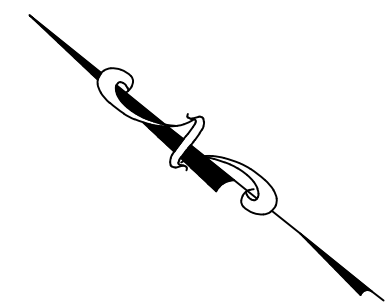
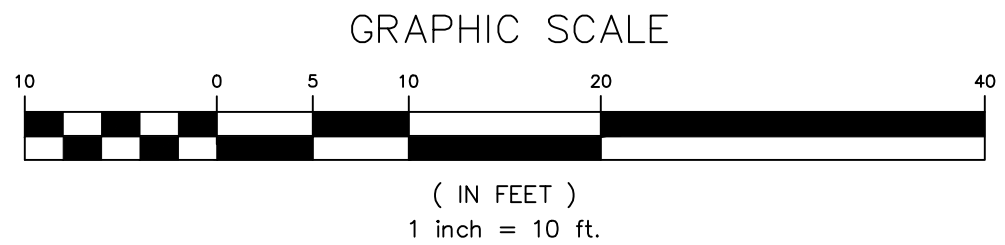
| LEGEND NEW CONSTRUCTION |          |                                 |
|-------------------------|----------|---------------------------------|
| NEW                     | EXISTING | DESCRIPTION                     |
| N/A                     |          | BENCHMARK/CONTROL POINT         |
| N/A                     |          | BUILDING                        |
| N/A                     |          | LIGHT POLE                      |
| N/A                     |          | CURB AND GUTTER                 |
| N/A                     |          | GRAVEL SURFACE                  |
|                         |          | CONCRETE SIDEWALK               |
|                         |          | WATER VALVE                     |
|                         |          | WATER MAIN/SERVICE              |
|                         |          | STORM DRAIN LINE w/STRUCTURE    |
|                         |          | SANITARY SEWER SERVICE WITH C/O |
|                         |          | SANITARY SEWER CLEANOUT         |
|                         |          | CONTOUR                         |
|                         |          | SPOT ELEVATION                  |
|                         |          | KEY NOTE REFERENCE              |

| GREASE TRAP REPLACEMENT PLAN KEY NOTES                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ① INSTALL NEW GREASE TRAP AS INDICATED. SEE DETAIL 5/C-102.                                                                                                                                                  |
| ② INSTALL CONCRETE PAVEMENT TO MATCH PREVIOUS GEOMETRY. POUR FLUSH WITH EXISTING CONCRETE PAVEMENT. INSTALL JOINT SEALANT BETWEEN NEW AND EXISTING CONCRETE PAVEMENT. MATCH EXISTING SCORE JOINTS.           |
| ③ REMOVE EXISTING 4" SEWER SERVICE AS REQUIRED TO INSTALL NEW GREASE TRAP. CONNECT NEW 4" SEWER SERVICE TO END OF EXISTING USING A SHIELDED FERNOCO COUPLER AND EXTEND TO GREASE TRAP ON A MINIMUM 1% GRADE. |
| ④ CONTRACTOR TO CONFIRM RIM AND INVERT ELEVATIONS IN RELATION TO EXISTING CONDITIONS PRIOR TO ORDERING GREASE TRAP TO CONFIRM COMPATIBILITY.                                                                 |



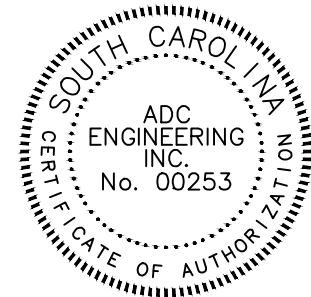
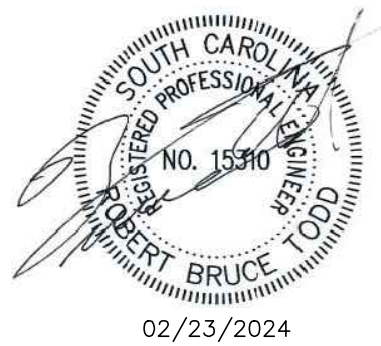
2 C-101 GREASE TRAP REPLACEMENT PLAN

1"=10'



HARBISON WEST ELEMENTARY  
GREASE TRAP REPLACEMENT

LEXINGTON  
SOUTH CAROLINA



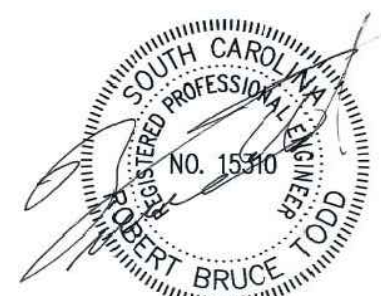
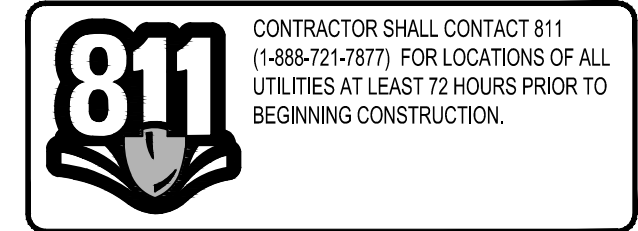
**ADC ENGINEERING**  
1226 YEAMANS HALL ROAD  
HANAHAN, SC 29410  
843-566-0161  
ADCENGINEERING.COM



|                |            |
|----------------|------------|
| DATE:          | 02/23/2024 |
| ADC PROJECT #: | 23393      |
| DESIGNED:      | RBT        |
| CHECKED:       | RBT        |
| DRAWN:         | CTH        |
| REVISION:      |            |

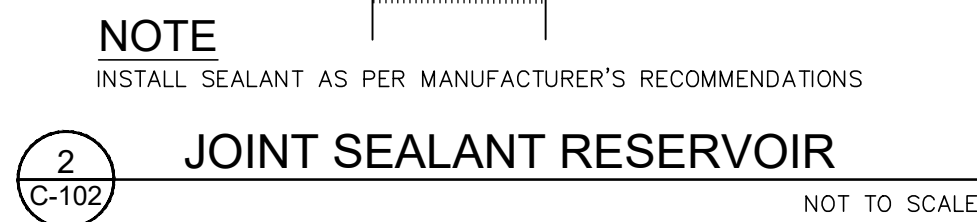
EXISTING CONDITIONS  
AND DEMOLITION PLAN  
AND GREASE TRAP  
REPLACEMENT PLAN

C-101



## DETAILS

# C-102



- NOTES:**
1. ALL PROPOSED GREASE INTERCEPTORS TO BE SUBMITTED TO CITY OF COLUMBIA FOR APPROVAL PRIOR TO INSTALLATION.
  2. ALL GREASE INTERCEPTORS TO BE INSTALLED, OWNED, AND MAINTAINED BY PROPERTY OWNER.
  3. USE NON-SHRINK GROUT AT ALL PENETRATIONS.
  4. PROVIDE BUTYL RUBBER SEAL BETWEEN ALL SECTIONS AND TOP.
  5. LOCATE MANHOLE ACCESS ABOVE TEES FOR VISUAL INSPECTION AND MAINTENANCE.
  6. ALL PIPING TO BE PVC (SCH 40)



---

Department of Utility Operations  
1200 Simmon Tree Lane | Columbia, SC 29201 | (803) 733-8566

September 21, 2022

Re: Sizing Requirement; LR5  
Harbison West Elementary  
School 257 Crossbow Dr.

Dave Weissman  
Harbison West Elementary School  
257 Crossbow Dr.  
Columbia, SC 29212

Dear Mr. Weissman,

The City of Columbia has completed the grease trap sizing calculations for the referenced Food Service Establishment (FSE) based on email correspondence on September 20, 2022. Based on the food preparation practices this FSE is classified as cooking intensive. As a result, this FSE was sized based on the number of meals prepared per event and dishwashing practices as outlined in the City of Columbia Sizing Guide Method C. Therefore, the City of Columbia will require a grease interceptor to be installed that satisfies the following minimum sizing requirement:

# of person meals x 5 gal x DW  
450 person meals  
With Dishwasher = 1

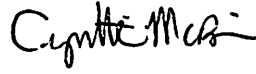
$450 \times 5 \text{ gallons} \times 1 = \mathbf{2250 \text{ gallon minimum holding capacity.}}$

Therefore, based on the above calculations, the City of Columbia requires the installation of a grease trap with a minimum liquid holding capacity of 2250 gallons. Please submit to the City of Columbia FOG Program the design specifications of the proposed grease interceptor with size, a proposed site plan showing its proposed location prior to installation, and an interior plumbing plan to show all connections and equipment.

Note that all fixtures in the food preparation area except dishwashers are required to be connected to the grease interceptor. Dishwashers are not allowed to be connected to the grease waste line per City of Columbia Fats, Oils, and Grease Management Regulation 30.3.1.7. In addition, domestic sanitary sewer is prohibited from being connected to the grease interceptor. The City of Columbia reserves the right to re-evaluate this sizing requirement should any of the food preparation practices, menus, or event sizes at this FSE

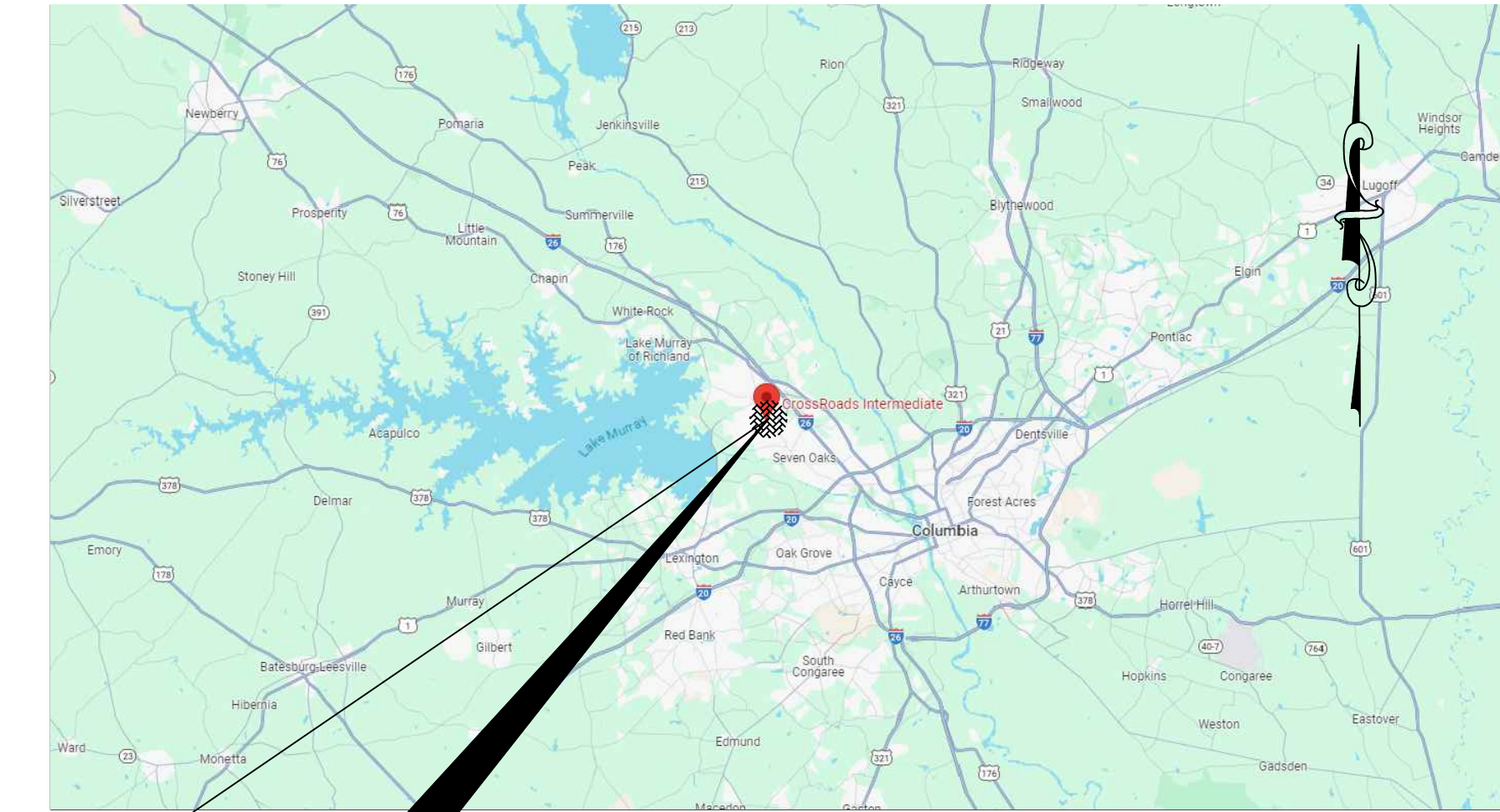
change. Should you have any questions regarding the survey, please feel free to call me at (803) 545-0193.

Sincerely,

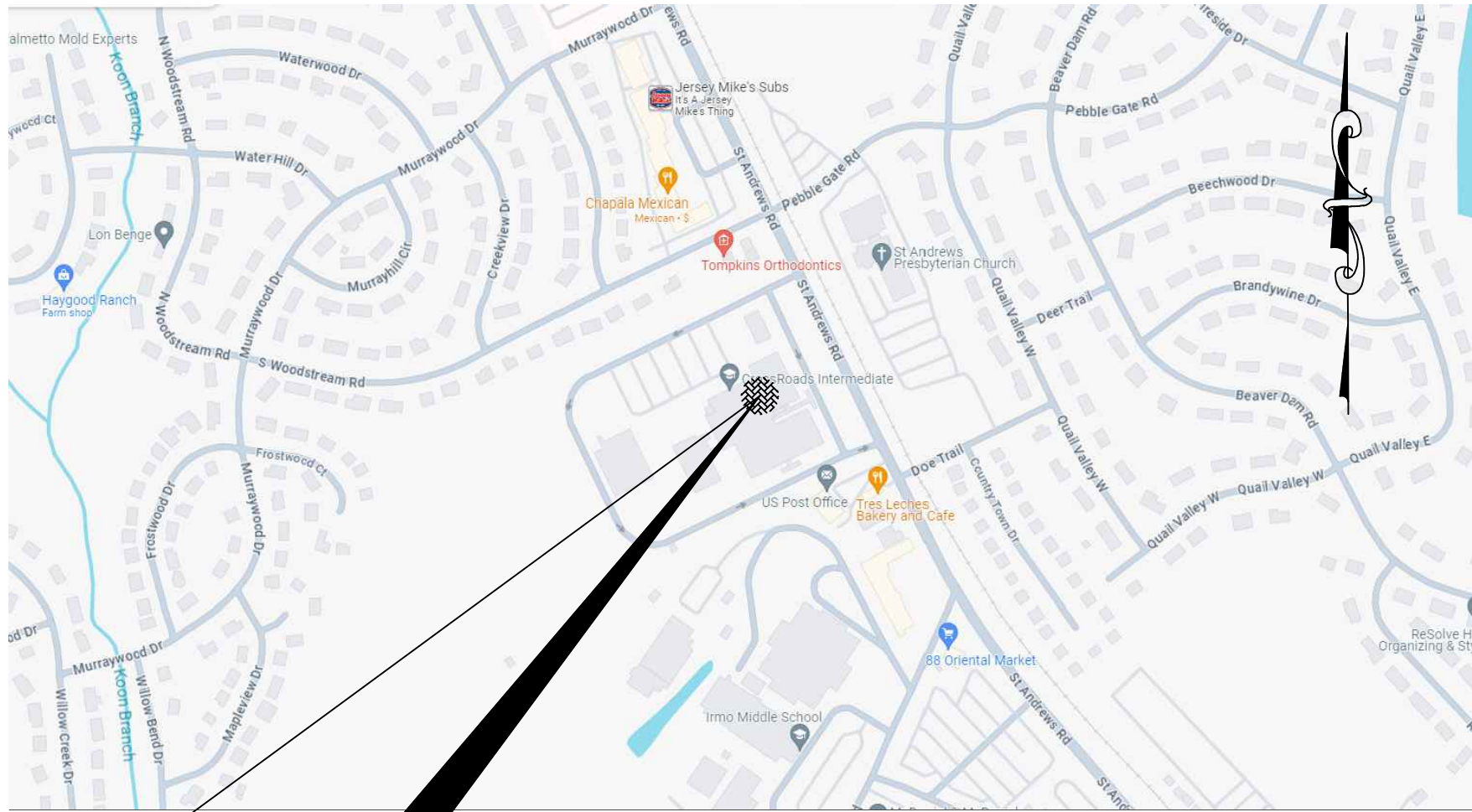
A handwritten signature in black ink, appearing to read "Cynthia McBride". The signature is fluid and cursive, with the first name "Cynthia" and last name "McBride" clearly distinguishable.

Cynthia McBride  
FOG Coordinator

CC: Stephen Sealey- Wastewater Compliance Manager



LOCATION MAP



VICINITY MAP



CAMPUS MAP

PROJECT AREA

INDEX OF DRAWINGS

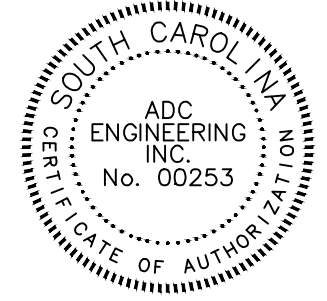
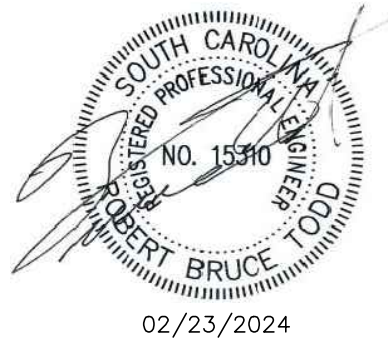
|       |                                         |
|-------|-----------------------------------------|
| Civil |                                         |
| C-100 | COVER                                   |
| C-101 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C-102 | GREASE TRAP REPLACEMENT AND DETAILS     |

# CROSSROADS INTERMEDIATE SCHOOL GREASE TRAP REPLACEMENT

## FEBRUARY 23, 2024

CROSSROADS INTERMEDIATE  
GREASE TRAP REPLACEMENT

LEXINGTON  
SOUTH CAROLINA



**ADC**  
ENGINEERING  
1226 YEAMANS HALL ROAD  
HANAHAN, SC 29410  
843-566-0161  
ADCENGINEERING.COM

**811** CONTRACTOR SHALL CONTACT 811  
(1-888-721-7877) FOR LOCATIONS OF ALL  
UTILITIES AT LEAST 72 HOURS PRIOR TO  
BEGINNING CONSTRUCTION.

|                |            |
|----------------|------------|
| DATE:          | 02/23/2024 |
| ADC PROJECT #: | 23393      |
| DESIGNED:      | RBT        |
| CHECKED:       | RBT        |
| DRAWN:         | CTH        |
| REVISION:      |            |
|                |            |
|                |            |
|                |            |
|                |            |
|                |            |

COVER

# C-100

OWNER/ZONING/SITE INFORMATION

| ITEM          | DESCRIPTION                            |
|---------------|----------------------------------------|
| TMS #         | 002797-02-007                          |
| OWNER         | STEVE KANE                             |
| OWNER ADDRESS | 1020 DUTCH FORK ROAD, IRMO, SC 29063   |
| OWNER PHONE   | 803-476-8151                           |
| OWNER EMAIL   | SKANE@LEXRICHS.ORG                     |
| SITE ADDRESS  | 6949 ST ANDREWS RD, COLUMBIA, SC 29212 |

GENERAL CONSTRUCTION NOTES

- TOPOGRAPHIC SURVEY WAS COMPLETED BY SURVEYING AND MAPPING LLC, ON NOVEMBER 11, 2023. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY ADC ENGINEERING.
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45063C0133J, DATED 07/05/2018, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
- THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.
- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO COMPLETE ALL WORK AS INDICATED ON THE CONSTRUCTION DOCUMENTS.
- THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR REVIEWING CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION.
- THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

GENERAL CONSTRUCTION NOTES CONTINUED

- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THIS CONTRACT.
- DETAILS ARE INTENDED TO SHOW FINAL RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB SITE DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, ROADWAY, DRAINAGE WAYS, CULVERTS AND VEGETATION UNTIL SUCH ITEMS ARE TO BE DISTURBED OR REMOVED AS INDICATED ON THE CONSTRUCTION DOCUMENTS.
- CONTRACTOR SHALL KEEP JOB SITE ARE CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS AND RUBBISH. AT COMPLETION OF THE PROJECT CONTRACTOR SHALL REMOVE ALL MATERIAL AND EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY.
- REPRESENTATIONS OF TRUE NORTH SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THIS JOB SITE.
- SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY THE CONTRACTOR AND ISSUED TO THE ARCHITECT/ENGINEER AT THE COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL CLEAR THE SITE OF ALL VEGETATION, DEBRIS, AND EXISTING IMPROVEMENTS WITHIN THE PROJECT SITE TO PROMOTE CONSTRUCTION.
- ALL WORK BY THE PRIME CONTRACTOR AND SUB CONTRACTORS SHALL BE PERFORMED IN ACCORDANCE WITH OSHA GUIDELINES. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND ENFORCING ALL OSHA SAFETY REGULATIONS.

KEY NOTES

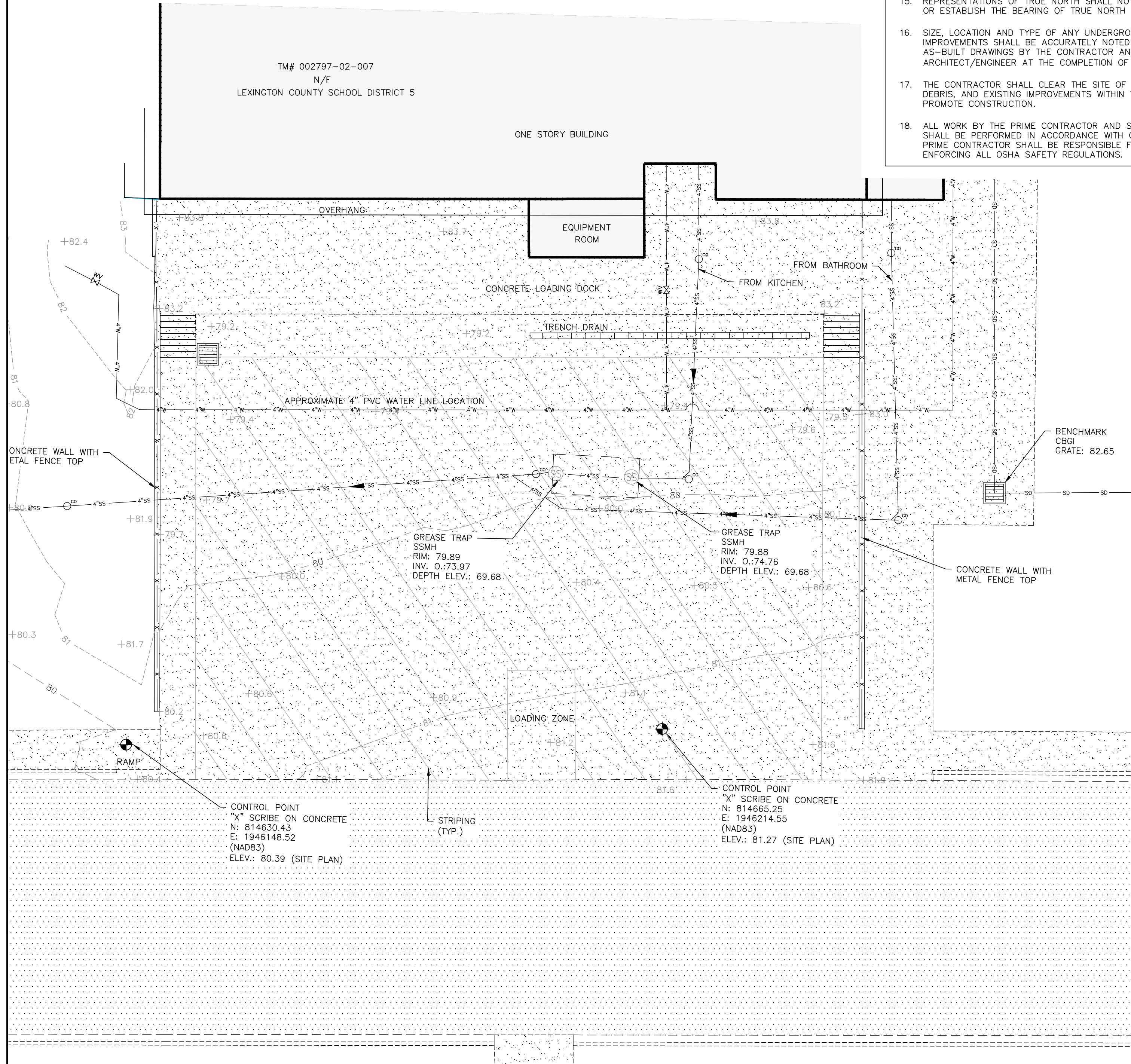
- SAWCUT AND REMOVE CONCRETE COMPLETE TO SCORE JOINTS AS INDICATED TO ALLOW INSTALLATION OF NEW 4" SEWER SERVICE AND GREASE TRAP.
- REMOVE EXISTING GREASE TRAP FOR REPLACEMENT. REMOVE EXISTING 4" SEWER SERVICE AS NEEDED FOR INSTALLATION OF NEW GREASE TRAP. COORDINATE WITH DRAWING C-102.
- DO NOT REMOVE EXISTING WATER LINE.

LEGEND - DEMOLITION

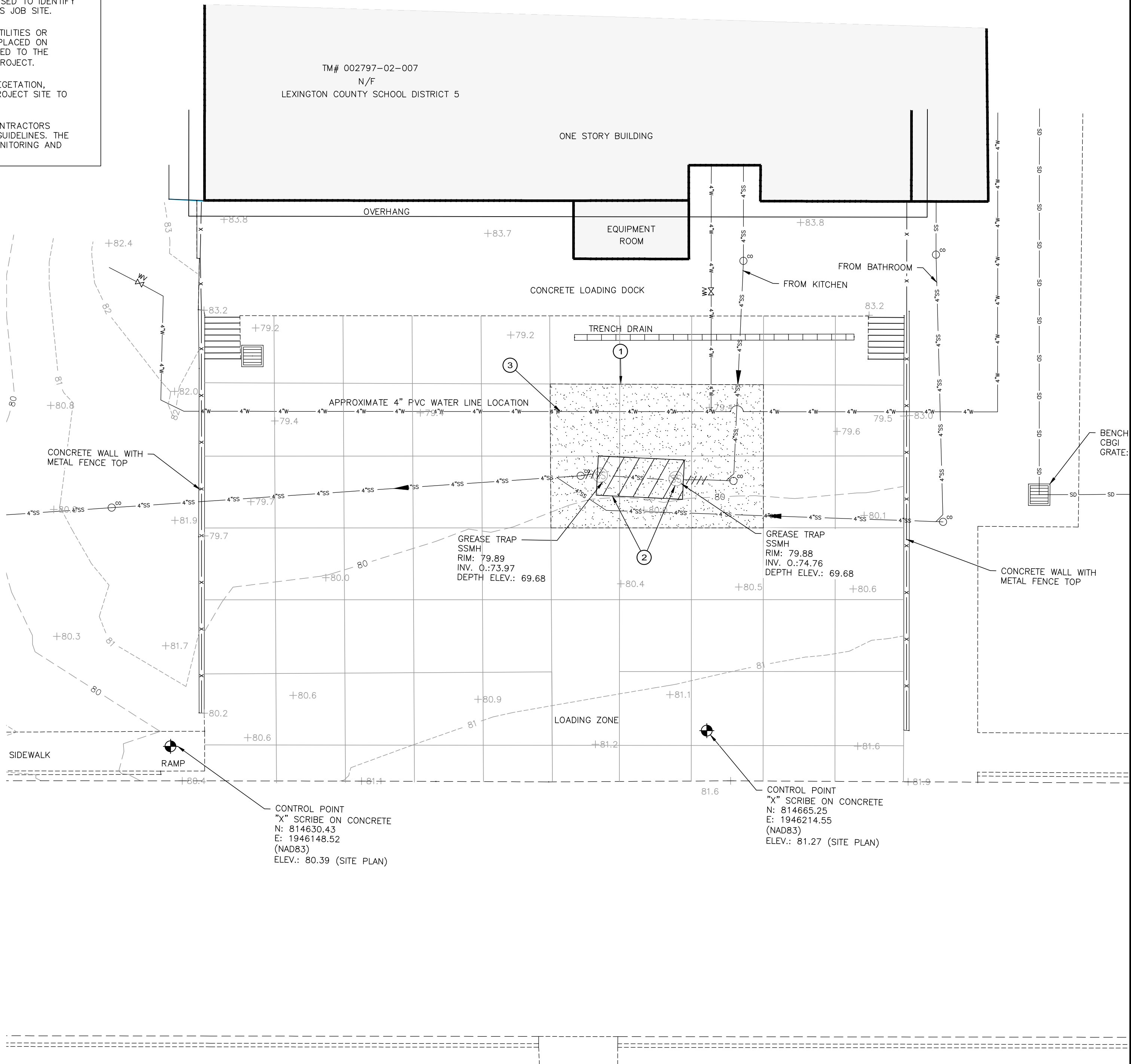
| DEMOLITION | DESCRIPTION            |
|------------|------------------------|
|            | CONCRETE SURFACE       |
|            | SANITARY SEWER SERVICE |

LEGEND - EXISTING CONDITIONS

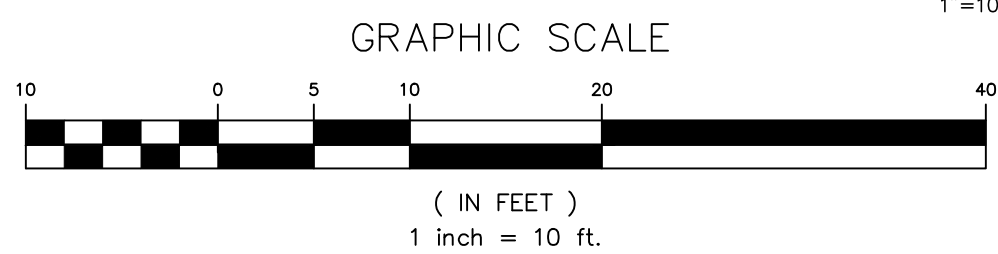
| EXISTING | DESCRIPTION                            |
|----------|----------------------------------------|
|          | BENCHMARK/CONTROL POINT                |
|          | PROPERTY LINE                          |
|          | BUILDING                               |
|          | LIGHT POLE                             |
|          | TREE / VEGETATION                      |
|          | BITUMINOUS SURFACE                     |
|          | CONCRETE SURFACE                       |
|          | CONTOUR                                |
|          | SPOT ELEVATION                         |
|          | CHAIN LINK FENCE                       |
|          | WATER VALVE                            |
|          | WATER METER                            |
|          | UNDERGROUND ELECTRIC LINE w/LIGHT POLE |
|          | SANITARY SEWER LINE                    |
|          | SANITARY SEWER CLEANOUT                |
|          | STORM DRAIN LINE w/STRUCTURE           |



EXISTING CONDITIONS PLAN

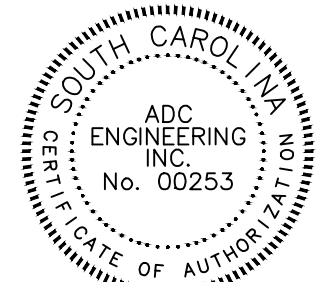


DEMOLITION PLAN



CROSSROADS INTERMEDIATE  
GREASE TRAP REPLACEMENT

LEXINGTON  
SOUTH CAROLINA



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1226 YEAMANS HALL ROAD  
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843-566-0161  
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CONTRACTOR SHALL CONTACT 811 (1-888-721-7877) FOR LOCATIONS OF ALL UTILITIES AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION.

DATE: 02/23/2024

ADC PROJECT #: 23393

DESIGNED: RBT

CHECKED: RBT

DRAWN: CTH

REVISION:

EXISTING CONDITIONS  
AND DEMOLITION PLAN

C-101





---

Department of Utility Operations  
1200 Simmon Tree Lane | Columbia, SC 29201 | (803) 733-8566

September 21, 2022

Re: Sizing Requirement; LR5  
Crossroads Middle School 6949  
St. Andrews Rd

Dave Weissman  
Crossroads Middle School  
6949 St. Andrews Rd  
Columbia, SC 29212

Dear Mr. Weissman,

The City of Columbia has completed the grease trap sizing calculations for the referenced Food Service Establishment (FSE) based on email correspondence on September 20, 2022. Based on the food preparation practices this FSE is classified as cooking intensive. As a result, this FSE was sized based on the number of meals prepared per event and dishwashing practices as outlined in the City of Columbia Sizing Guide Method C. Therefore, the City of Columbia will require a grease interceptor to be installed that satisfies the following minimum sizing requirement:

# of person meals x 5 gal x DW  
490 person meals  
With Dishwasher = 1

$490 \times 5 \text{ gallons} \times 1 = \mathbf{2450 \text{ gallon minimum holding capacity.}}$

Therefore, based on the above calculations, the City of Columbia requires the installation of a grease trap with a minimum liquid holding capacity of 2450 gallons. Please submit to the City of Columbia FOG Program the design specifications of the proposed grease interceptor with size, a proposed site plan showing its proposed location prior to installation, and an interior plumbing plan to show all connections and equipment.

Note that all fixtures in the food preparation area except dishwashers are required to be connected to the grease interceptor. Dishwashers are not allowed to be connected to the grease waste line per City of Columbia Fats, Oils, and Grease Management Regulation 30.3.1.7. In addition, domestic sanitary sewer is prohibited from being connected to the grease interceptor. The City of Columbia reserves the right to re-evaluate this sizing requirement should any of the food preparation practices, menus, or event sizes at this FSE

change. Should you have any questions regarding the survey, please feel free to call me at (803) 545-0193.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia McBride". The signature is fluid and cursive, with the first name "Cynthia" and last name "McBride" clearly distinguishable.

Cynthia McBride  
FOG Coordinator

CC: Stephen Sealey- Wastewater Compliance Manager