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|  | District Five of Lexington and Richland Counties Invitation for Bid | Solicitation # | 2024-028 |
| | | Date Issued | April 15, 2024 |
| | | Procurement Official | Lynda Robinson |
| | | Phone | (803) 476-8140 |
| | | E-Mail Address | D5bids@lexrich5.org |

| | |
|-------------|--------------------|
| DESCRIPTION | Modular Classrooms |
|-------------|--------------------|

The Term "Offer" Means Your "Bid" or "Proposal"

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| SUBMIT OFFER BY | April 26, 2024 @ 12:00 pm | |
| QUESTIONS MUST BE RECEIVED BY | April 19, 2024 @ 12:00 pm | Electronically to D5bids@lexrich5.org |
| 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:

**District Five of Lexington and Richland Counties
Purchasing Office
1020 Dutch Fork Road
Irmo, SC 29063**

| | |
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| CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | LOCATION: N/A |
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| AWARD & AMENDMENTS | The award, this solicitation, and any amendments will be posted at the following web address: _https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards |
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You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

| | | |
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| NAME OF OFFEROR (Full legal name of business submitting the offer) | | OFFEROR'S TYPE OF ENTITY: (Choose one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.) | | |
| 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 must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. | | |
| STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.) | TAXPAYER IDENTIFICATION NO. | |

COVER PAGE

PAGE TWO
(Return Page Two with Your Offer)

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

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

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

| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
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| DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____ Calendar Days (%) |
| | _____ | _____ | _____ | |

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY**

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

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

PREFERENCES DO NOT APPLY

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I. SCOPE OF SOLICITATION

School District Five of Lexington and Richland Counties is seeking a source for the purchase and installation of six (6) factory-built, approximately 24' x 36' modular/portable/multiplex buildings for educational use as classrooms. The units must be delivered no later than June 30, 2024, and in operation no later than August 29, 2024.

Bidders are encouraged to inspect the conditions at the site prior to bidding. Bidders are required to check in at the main office of the 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 CONSTRUCT 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 and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following 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 and <http://procurement.sc.gov/legal/legal-suspend-debar>.

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: www.lexrich5.org.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: (OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work that has already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445-2127, or 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.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the

District may withhold award. Before withholding award on these grounds, the District will notify you of the concerns and provide a reasonable opportunity for you to respond. The District may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the District will rely when considering your offer for award.

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.

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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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.

PRICING: (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg 19-445.2070E. (c) Unbalanced Pricing. The District will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more-line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advanced payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445-2122C.

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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date of the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions of Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). Coordinator of Procurement. (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to D5bids@lexrich5.org. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order.

Any protest must be addressed to the Chief Procurement Office and submitted in writing

(a) by email to D5bids@lexrich5.org, or

(B) School District Five of Lexington and Richland Counties, 1020 Dutch Fork Road, Irmo, SC 29063

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

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: (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the District, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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.

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

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected. (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the 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 you have redacted or 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 District.

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.

BID SAMPLES OR DESCRIPTIVE LITERATURE: Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19445.2077D.

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.

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

DESCRIPTIVE LITERATURE – REQUIRED: Your offer must include manufacturer's latest literature showing complete product specifications.

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

UNIT PRICES REQUIRED: Unit price to be shown for each item.

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 seeking a source for six (6) factory-built modular/portable/multiplex buildings for educational use as classrooms. Contractors proposing units for the District must offer quality construction that meets or exceeds the requirements set forth in the South Carolina Code of Laws, Chapter 43, Modular Building Construction Act as well as be in accordance with all requirements stated herein. The Contractor shall provide complete turnkey services to include the necessary design, engineering, construction, OSF approval, project management, and delivery/installation of six (6) approximately 24' x 36' portable modular units to be delivered and installed at Chapin Intermediate School located at 1130 Old Lexington Hwy, Chapin, SC 29036. **See Exhibit A for installation site.** The units must be delivered no later than June 30, 2024, and in operation no later than August 29, 2024. Bidders are encouraged to inspect the conditions at the site prior to bidding. Bidders are required to check in at the main office of the school upon arrival.

South Carolina's Department of Education's Office of School Facilities (OSF) is the Authority Having Jurisdiction for all school buildings and facilities in the state of South Carolina. OSF Guidelines, Division 9 specifically, mandates the requirements for all modular classroom units used by local school districts in the state of South Carolina. These guidelines are incorporated into this solicitation in full by reference below. It is the intent of the District to solicit sealed bids from manufacturers or dealers who are capable of providing, delivering, and installing code-compliant, safe, healthy, durable, and easy to maintain modular classrooms that promote student achievement. The modular classrooms must also meet OSF requirements, which include plan submission and approval by OSF in accordance with 2023 South Carolina School Facilities Planning and Construction Guidelines, as updated with the most recent publication.

The contracted services are to meet or exceed all applicable federal, state, local and industry standards, codes and regulations. It shall be the Contractor's responsibility to familiarize themselves with the relevant laws adopted by Lexington & Richland County and the State of South Carolina. The 2023 Office of School Facilities guide with 2021 IBC and 2020 NEC codes are anticipated to be enforced for this Contract. The Contractor shall indemnify and save harmless the Owner against any claims arising from the violation of any such laws, ordinances and regulations. The Contractor shall also satisfy all authorities having jurisdiction and, where necessary, obtain such permits as may be required. Time delays or additional costs caused by compliance with any law or regulation shall not be cause for time extension or extra payment by Owner.

The Contractor shall be responsible for the design, permitting, fabrication, site assembly, installation, and associated walkways, steps, ramps, canopies, utility connections, etc. and the one-year warranty period.

The Contractor shall comply with all Federal, State and local laws, ordinances, codes and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. Contractor shall comply with all local codes that deal with zoning requirements, building setback, maximum area and fire separation requirements, site development and property line requirements and requirements of on-site utility terminals are permitted, or as established by state law. The Contractor shall indemnify and hold harmless the District against any claims arising from the violation of any such laws, ordinances and regulations. The Contractor shall also satisfy all authorities having jurisdiction and, where necessary, obtain

such permits as may be required. Time delays or additional costs caused by compliance with any law or regulation shall not be cause for time extension or extra payment by the District.

Factory-built buildings shall be installed in accordance with state rules, with plans approved pursuant to state law. The Contractor agrees to prepare any necessary application form, pay all administrative and review fees, and provide all necessary documentation as identified by state law or rule. A copy of the application and forms shall be made available to the District, upon request. The Contractor or manufacturer shall not charge the District any costs incurred in the inspection of units or dealer facilities, or for technical services by a state office or authorized local enforcement agency. No installation will be made until approved by appropriate zoning department of the county/municipality where the installation is to occur. No installation will be made without an approved foundation plan.

The Contractor shall coordinate and cooperate with the Owner's personnel and/or contractor(s) under separate contract to the District, who may be on site concurrently with the Temporary Modular Classroom Contractor.

Warranty

Warranty begins on sign off by the District and not upon delivery. Contractor agrees to offer a one-year warranty on all workmanship and forward all manufacturer' component warranties to the District. **All extended warranties must be passed on, without exception.** Contractor must be within one (1) hour of District and engage with a District approved contractor. If upon discovery, the Contractor charges the District for a replacement part that the Contractor actually received at no cost under a warranty, the Contractor will rebate the District the amount billed.

If the Contractor, after notice, fails within ten (10) days to proceed to comply with the terms of this warranty, the District may have the defects corrected and the Contractor and its surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the District, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof.

Components and subassemblies may have shorter or longer warranties provided by a manufacturer/vendor, and if so, those warranties shall prevail, i.e.; HVAC unit would carry standard manufacturer warranties.

For the purpose of this project, the following terms apply:

"Modular Building Unit" means any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection.

"Installation" means the assembly of modular building structures on-site and the process of affixing modular buildings related components to land, a foundation, footings, utilities, or an existing building.

"Point of Manufacture" means the place of business at which machinery, equipment, and other capital goods are assembled and operated for the purpose of fabricating, constructing, or assembling modular building units.

“Acceptance”: shall be defined as final approval of the project only in that it has been performed, cleaned up, and completed in accordance with plans and specifications and a certification for occupancy has been issued by South Carolina Office of School Facilities. It is provided further that such approval shall not constitute an acceptance of any unauthorized work, that no payment made under the Contract except the final payment shall be evidence of the performance of the Contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material. The acceptance of the Contract work shall not prevent the Owner from making claim against the Contractor under the warranty as set forth below.

CONTRACTOR RESPONSIBILITIES

- The Contractor is required to providing on-site full-time supervision to coordinate all the Contractor’s, Subcontractor’s, and Vendor’s activities until the Modular Classroom Buildings Certificate of Occupancy has been issued.
- The Contractor shall be responsible for obtaining all transportation permits and pay for all transportation fees required by the South Carolina Department of Transportation (SCDOT) and/or municipal agencies.
- The Contractor shall provide all labor, materials, equipment, plans and specifications necessary to install unit as specified in this solicitation.
- The Contractor is responsible for connecting the unit’s electrical systems to the Public utility systems or the Owners utilities on site.
- The Contractor shall use fully licensed subcontractors and professionals for all site work, including foundations, installation and set-up.
- The Contractor is responsible for providing and install all ADA compliant steps and ramps as required by the code.
- The Contractor is responsible for all conduit and boxes required by the low voltage IT and Fire Alarm.
- The contractor will install the low voltage wiring for IT (CAT 6), fire alarm and, provide an intercom connection within the Contractor provided conduit and boxes.
- The Contractor is responsible for obtaining a 3rd party inspection firm that will inspect the modular units during construction at the factory, during the setup, and at completion of the setup. The Contractor will supply the District with a copy of each report prior to scheduling the final inspections by OSF.
- The owner will obtain a 3rd party inspection firm that will inspect all site construction, to include foundation system, steps, ramps, utility connections, canopies, etc.
- The Contractor is responsible for hiring a licensed General Contractor able to respond to service calls, punch lists and general issues during the installation and warranty period within a timely manner.
- The Contractor is responsible for removing and properly disposing of all construction related debris from work site at the end of each working day.

DISTRICT RESPONSIBILITIES

The District will provide the Contractor with the as-builts’ showing the approximate locations for any of the following applicable connections to the facilities: water, sewer, and electrical systems.

The District will obtain the services of an Architect registered with the State of South Carolina to develop an overall site showing the existing school, proposed modular(s) locations, emergency access roads and relative information.

GENERAL REQUIREMENTS

Design

- The modular design must meet all applicable Codes. The District anticipates that the them most recently approved OSF Guide and the IBC Codes will be enforced for this contract. Obtain all necessary state and local permits and approvals and obtain a final Certificate of Occupancy.
- Buildings and subassemblies must be manufactured pursuant to state law governing at the installation location.
- All construction shall meet or exceed the most recent standards set in the Minimum Property Standards.
- All Construction shall meet or exceed the International Code Council's International Building Code (IBC) to include Fire Code, Plumbing and Mechanical, Energy Code and any other applicable Code.
- All Construction shall meet or exceed IEC State of SC insignias for modular building construction. All construction shall meet or exceed OSF Requirements.
- The Contractor shall provide evidence of a complete Code analysis to verify the Code compliance for the planned work at each site. This Code analysis to include plumbing count and analysis, building area and building type calculations. The plumbing and area calculations must consider the existing building.
- Planning approval will be required for all sites. This will be either Lexington & Richland County, City of Columbia, City of Irmo or City of Chapin.

Drawings

- Prepare and submit all required drawings, sealed and signed by a design firm, registered in the State of South Carolina, under whose supervision the drawings have been prepared. Drawings are to allow the review by the Owner, The Office of School Facilities, and the District doing planning review, to obtain approval to construct and to erect on the Owners property.
- Obtain the services of a Civil Engineer registered with the State of South Carolina to design the foundation system and tie down system to properly install and set-up the modular unit(s). All walks, ramps, steps and canopies to be engineered by this same PE in accordance with the Code.
- Obtain the services of a licensed engineer with the State of South Carolina to design the fire alarm system and tie in with the school's main system is in accordance with NFPA 72.
- Provide a schematic design package to include a site plan, a floor plan with dimensions, and at least one exterior elevation indicating the materials proposed.
- Provide a complete construction document set to show all required work. Submit the plans to OSF for review and acceptance. Submit and obtain Planning approval.

NOTE: The approval by Owner of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of its responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by Owner or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that Owner has no objection to the Contractor's using, upon its own full responsibility, the plans or method proposed.

Delivery and Installation

- The Contractor shall provide the District representative with a detailed schedule outlining each activity and its relationship to other activities within five (5) calendar days of a new units being approved.
- The Contractor shall furnish, deliver and install units in strict accordance with specifications outlined in this solicitation, Office of School Facilities (OSF), local, and state ordinances.
- The Contractor shall complete installation/set-up within sixty (60) calendar days from the date the unit is delivered to the site.

SPECIFICATIONS

BRAND NAME OR EQUAL: Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bids for products which are of a different manufacturer and model number from that which is specified, provided that the manufacturer's published description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed is submitted with the bid. The District shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein.

Modular Building Unit Specifications-General

Each unit shall adhere to the subsequent specifications, including but not limited to the following:

- Modular Building Installation: Provide and install foundation system. Provide and install utility rough in/ connections. Install modular building; level and anchor with code-compliant anchoring system. Join units at mate lines, fit and finish all components as required to finish modular building. Install building skirting to close space between ground and floor structure.
- Construct aluminum pre-assembled ramps and stairs with platforms, as required at exit doors in conformance with accessibility requirements.
- Construct canopies, or other site related work as agreed to and as a part of the allowance included on the Purchase Order.
- Provide the final utility connections to either the public utility system or the building systems as agreed to and as a part of the allowance included on the Purchase Order.
- Arrange for and attend Final Inspection by The Office of School Facilities and possibly the State Fire Marshall (or designated representative). Resolve all punch list items and obtain the Certificate of Occupancy.

Modular Unit Specifications-Detail

All materials and equipment incorporated into any work covered by the contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use and all workmanship shall be in accordance with best construction practices acceptable and subject to the inspection and acceptance of SD5. The Contractor expressly warrants to SD5 that all materials, labor and equipment furnished from all faults and defects are in conformance with requirements of the contract.

If within one (1) year of the date of acceptance of the work by SD5, or such longer time period as may be prescribed by law or by the terms of any special warranty set forth in the contract, any work is found to be defective or not in accordance with the contract, the Contractor shall correct it promptly after receipt of notice from SD5.

1. Approved Manufacturers of the Modular Units:
 - a) Fabricon Modular, 6000 Phillips Swy Suite 4, Jacksonville, FL 32216
Phone:800.541.6584
 - b) Boxx Modular, 115 Crausby Ave, Lowell, NC 28098; Phone 704.689.8341
 - c) Southeast Modular 1619 GA-26, Ellaville, GA 31806; Phone 229-937-5401
 - d) Approved Equals. Must be approved prior to submitting a bid. **Substitution requests must be submitted for approval no later than April 19, 2024.**
2. Seismic Design Category: D
3. Hurricane Impact Category: The building must be designed to meet the maximum wind speed for Lexington & Richland County and the associated Wind Born Criteria for the region of Lexington & Richland County per the most recently published IBC.
4. Site
 - e) Utilize current blacktop (old basketball court)
 - f) Utility rough-ins /connections. (To include Per unit pricing for water and sewer)
 - g) Low voltage utility rough in / connection.
 - h) ADA Complaint Ramps and Steps. (Per unit pricing)
 - i) All Disturbed area are to be sodded with non-mesh backed sod. (Per unit pricing)
 - j) Connect gutter downspouts to the existing storm drain system. (Per PO and allowance)
 - k) Pre-finished canopies. (Per PO and allowance)
5. Modular units:
 - a) Manufacturer's standard construction with the specified components or construction.
 - b) Code compliant.
 - c) OSF approved.
 - d) Configured as approved by Owner.
6. Exterior Walls, Separation Walls and Connection Walls:
 - a) Designed and constructed as 1-hr rated walls per IBC code
 - b) Wall height: as required to provide an 8'-0" finished ceiling height in classrooms and corridors.
 - c) All walls to have 5/8" Type X gypsum installed full height to bottom of roof sheathing for sound reduction.
 - d) Provide rated walls as required.
 - e) 2"x 6" studs 16" on center.
 - f) Exposed interior finish to be 5/8" Type X Vinyl covered gypsum - color as selected by Owner.
 - g) House Wrap: From the bottom of the rim joist to the top of the roof framing. Utilize: Johns Manville pro wrap (or equal). Use Moist stop PF to wrap corners of the unit under ALL trim.
 - h) Exterior finish to be Hardi Serria T-11 Panel. Painted. Install vinyl coated H-Channel Joint on all vertical joints and install vinyl coating "Z" flashing at all horizontal joints in accordance with the manufacture recommendations. All fasteners are to be Stainless Steel
 - i) Exterior trim to be Hardi Panel: 6" top trim and 10" bottom trim with vinyl coating "Z" flashing at all horizontal joints in accordance with the manufacture recommendations. All fasteners are to be Stainless Steel
 - j) All Corner trim to be 4" Hardi trim boards – rustic finish. All fasteners are to be Stainless Steel All Window and Door trim to be 4" Hardi trim boards – rustic finish with vinyl coating "Z" flashing at all horizontal joints in accordance with the manufacture recommendations. All fasteners are to be Stainless Steel

- k) Skirting is to be new T1-11 Hardi paneling skirting with edge molding and wood blocking as specified by the manufacturer. Skirting shall be installed to close space between ground and floor structure of Unit. All fasteners are to be Stainless Steel
 - l) Exterior color to be Kelly Moore low sheen enamel: Sandpebble #171, Trim # 27 Bone. Final paint coat to be applied after the units are assembled on Owner site.
7. Interior Walls and Corridors:
- a) Corridors: to be designed and constructed to be 1-hr egress corridors with rated walls, rated cap and rated doors per IBC code i. Rated corridor cap to be constructed such that HVAC ductwork can pass over from one side to the other without passing through a fire rated assembly.
 - b) All other walls designed and constructed as 1-hr rated Fire/Smoke walls per most recently published IBC code.
 - c) All walls to have acoustic insulation full height for sound reduction.
 - d) Interior finish to be 5/8" Type X Vinyl covered gypsum - Color: SW-7029 Agreeable Gray.
 - e) FRP panels over gypsum in restrooms, Mechanical and janitors' closet.
 - f) Interior base trim to be manufacturers standard 4" Vinyl Cove Base.
8. Insulation:
- a) R-20 Floor insulation
 - b) R-19 Interior wall insulation
 - c) R-19 Exterior wall insulation
 - d) R-30 Roof insulation
 - e) NOTE: INSULATION IS FORMALDEHYDE FREE
9. Exterior Windows:
- a) 46" x 60" non-operable (Double Pane, Low E / Impact rated) Wintech: DP-50 / 26000R (1 per classroom)
 - b) Moiststop PF to be installed around all windows.
 - c) Window frames: white aluminum.
 - d) Install drip caps.
 - e) Must have the window labeling left on the windows until the buildings have been issued a Certificate of Occupancy
 - f) Designed to meet the Wind Born Criteria for Lexington & Richland Counties in accordance with the IBC.
10. Exterior Doors
- a) 72" x 80" FRP doors with knockdown steel frames. Color: PNS4-C0002 Medium Bronze
 - b) Provide 6"x30" view blocks in all exterior doors - Glass to be Impact and Fire Rated as required by code Moiststop
 - c) Install drip caps.
 - d) Must have the lite labeling left on the windows until the buildings have been issued a Certificate of Occupancy
 - e) Designed to meet the Wind Born Criteria for Lexington & Richland Counties in accordance with the most recently published IBC.
11. Interior Wood Doors:
- a) 36"x 80" Solid Core Wood Doors. Color- Imperial Oak.
 - b) Fire rated doors as required.
 - c) 6"x 33" view glass. (Classrooms doors). Glass to be Tempered and Fire Rated as required by code. No Wire Glass to be used
 - d) Timely or Redi-Frames. Color- Bronze
 - e) All interior doors must have smoke seals installed on frames

- f) Must have the lite labeling left on the windows until the buildings have been issued a Certificate of Occupancy
12. Roof:
- a) Live Load – Per the Code – most stringent requirement for any part of Lexington & Richland Counties, SC.
 - b) Roof structure to be Manufacturer’s standard and as required to meet Code.
 - c) Provide Hurricane straps and anchors as required to meet the most stringent wind loads as applicable to Lexington & Richland County, SC
 - d) Roof slope to direct water to ends.
 - e) Provide Aluminum gutter and downspouts.
 - f) Roof Covering: 60 mil. White EPDM Cool Roof over Dens Deck and 7/16 OSB
 - g) 20-year manufacture warranty
 - h) 12"peel & stick mate-line tape
13. Finishes:
- a) LVT Flooring: J+J Signature V5018 - Color: Inheritance 1060-2.5MM
 - b) Cove Base Johnsonite 48 Gray.
 - c) Suspended 2’x2’ ACT Ceiling. Armstrong # 2822, USG # 88135 or approved equal.
 - i. Seismic Design category D.
 - d) Provide Markerboard and Tack boards:
 - i. One (1) each to be installed in each classroom; 4’ x 16’ (No top map rail)
 - ii. Two (2) each to be installed in each classroom; 4’ x 4’ (No top map rail)
14. Fire Extinguishers:
- a) 4A:80BC multi-purpose type portable fire-extinguisher and cabinet.
 - i. One for each four classrooms. Mount in recessed FEC cabinet in corridor.
 - ii. For single classroom Units, install one (1) fire extinguisher and recessed mounted cabinet.
 - b) FEC to be 1 HR rated Semi-recessed 1 ½” - full clear acrylic door. Sized per the extinguisher.
15. Toilet Accessories (staff and student toilets):
- a) 20”x18” standard mirror
 - b) Bobrick # 6806 stainless steel bars with 251-4 WingIt grab bar fastener.
 - c) Bobrick #262 Paper towel dispenser
 - d) Toilet paper dispenser by Owner.
 - e) Soap dispenser by Owner.
16. Toilet Partitions
- a) Columbia Phenolic, floor mounted overhead braced water closet modesty partitions
 - b) Columbia Phenolic, floor mounted urinal modesty partition
17. Plumbing Section:
- a) Floor mounted lavatories: American Standard 3043.001 ADA
 - b) Milano auto faucets model #500484
 - c) Stainless Steel grab bars. Water closets, handicap accessible with ADA compliant grab bars.
 - d) Supply lines are CPVC
 - e) Drain/Waste lines are PVC
18. Door Hardware
- a) GENERAL
 - i. The Contractor shall furnish two (2) construction access keys and temporary cores for each UNIT’s doors for use by multiple parties during set-up, prior to final inspection by applicable governing authorities.
 - ii. All hardware used on labeled fire or smoke rated openings shall be listed for those types of openings and bear the identifying label or mark indicating

UL (Underwriter's Laboratories) or Warnock Hersey (WHI) approved for fire. Non-labeled openings to be listed for panic application. All hardware applications used on labeled fire or smoke rated openings shall comply with the Positive Pressure Fire Test: UL10C and with UBC7-2 1997.

- iii. Corbin Russwin or equal hardware Lever handles with self-closing device (Intruder function) with cylinder on both sides.
 - iv. Corbin Russwin or equal Keyed interior doors locks (ND75JD COR-6xTLRx626) or approved equal.
 - v. Push Pull hardware sets on multi-station restroom
 - vi. Furnish finish hardware with all necessary screws, bolts and other fasteners of suitable size and type to anchor the hardware in position for a long life under hard use.
 - vii. Furnish fastenings where necessary with expansion shields, toggle bolts and other anchors, and according to the material to which the hardware is to be applied and the recommendations of the hardware manufacturer. Generally, furnish fasteners for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated. Closer and Exit Device Mounting: At FRP Doors, thru bolt mount closer and exit device. At Wood Doors, thru-bolt mount closer and exit device. All thresholds shall be fastened with provided screws and anchors. Where specified in the hardware sets, security type fasteners of the type called for are to be supplied. Where brackets are specified in the hardware sets, furnish brackets only as manufactured by the product manufacturer specified.
 - viii. Design of all fastenings shall harmonize with the hardware as to material and finish.
- b) LOCK CYLINDERS AND KEYING
- i. All locks and cylinders shall be furnished with temporary keyed construction cores for the contractor's use during the construction period of the project. Construction control and operating keys and cores shall not be part of the Owner's permanent keying system, or furnished on the same keyway as the Owner's permanent keying system. Permanent cores and keys shall be keyed to the approved keying schedule. Specifier's Note: All cylinder housings shall be specified as Corbin-Russwin. Keyed Permanent Cores, with restricted key way, shall be Corbin Russwin 6-pin, small format.
 - ii. All cylinders shall be rim or mortise type with interchangeable cores. All cylinder components shall be constructed of extruded brass. All cylinders, cores, and housings shall match the lock finish.
- c) LOCKS, LATCHES AND BOLTS
- i. Mortise Lock and Latches shall be mortise type, ANSI A156.13, series 1000. Mortise Sets shall be Grade 1 operational and security, UL Listed for 3-hour fire door. Trim Design shall be tubular lever with return to within ½" of door face. Finish shall be 626 (US26D) unless otherwise noted. Furnish latch bolts with ¾" minimum throw. Deadbolts shall have 1" throw. All strikes shall be curved lip, furnished with dust box as standard. Locksets furnished on additions to existing schools shall match the existing locks and trim, unless otherwise specified in the hardware sets.
 - ii. The Owner approval required to match existing.
- d) CLOSERS
- i. One manufacturer for all closer units throughout the Project Work.

- ii. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.
 - iii. Door Closers shall be heavy-duty type, Grade 1.
 - iv. Cylinder piston diameter shall be 1 1/2" diameter steel.
 - v. Closer main arm shall be forged on all closers. Parallel arms shall be rigid forearms.
 - vi. Shaft/Pinion shall be minimum 5/8" diameter.
 - vii. All closers shall have "all-weather" hydraulics to operate in temperatures from – 30 degrees to 120 degrees F without valve adjustments and conforms to positive pressure fire test standards UL10C & UBC 7-2.
 - viii. Pressure Relief Valves shall not be acceptable.
 - ix. ix. Spring power shall be continuously adjustable over the full range of closer sizes, and allow for reduced opening force for the physically handicapped, where applicable. Closing speed shall meet 3 seconds minimum from open position of 70 degree to a point 3 inches from the latch. Interior doors, other than fire-rated label doors, shall be furnished sized for 5 lb. maximum opening force. Fire-rated label doors shall be sized for self-closing and self-latching. Size 3 closer recommended for 3' wide interior fire doors per NFPA80. At exterior doors, closers shall be adjusted for ADA, but shall also be required to reliably allow the door to close and latch. The Contractor shall notify the Lexington & Richland County Schools Construction Project Supervisor if both ADA compliance, and reliable closing and latching of exterior doors cannot be achieved from the manufacturer's available spring power adjustment.
 - x. Units shall be stamped with date-of-manufacture code.
 - xi. Closers mounted on all doors shall be thru-bolt mounted.
 - xii. Provide plates, brackets, and special templating as specified and per the manufacturer's recommendation.
 - xiii. Acceptable manufacturers: LCN 4041 series x EDA; Ryobi D4550 x EDA. xiv. All exterior surface mount door closers shall be located on the interior side of the door, and shall include a heavy duty forged parallel arm, mounted for maximum possible swing. Parallel arm mounting is preferred.
- e) EXIT DEVICES
- 1. All devices shall be the products of one manufacturer to provide for proper installation and servicing.
 - ii. Devices shall be furnished non-handed and capable of direct field conversion of all available trim functions. All devices shall carry a three-year warranty against manufacturing defects and workmanship.
 - iii. Furnish all devices with stainless steel touch bars.
 - iv. Furnish all exit devices with deadlocking latch bolts or guarded latch (GL) feature.
 - v. Furnish all non-label devices with keyed cylinder dogging.
 - vi. Furnish all exit devices with cast metal end caps.
 - vii. Furnish roller strikes with all exit devices.
 - viii. Mullions: furnish mullion stabilizers and mullion keyed locking feature with all removable mullions.
 - ix. All Exit Devices and Mullions shall be from one manufacturer.
 - x. Lever trim shall be solid cast material with a break-away feature to limit damage to the unit from vandalism.
 - xi. Acceptable Manufacturers:

1. Von Duprin 99/98 series devices
 2. Precision 2100 series mullions shall be by the same manufacturer as the exit devices.
- xii. Exit Device Application and Functions:
1. Exterior Pairs: Rim "DT" x Keyed Removable Mullion x Rim "NL"
- f) MISCELLANEOUS
- i. Provide door stops or controls at each door leaf. Provide wall, floor, or stops and holders as specified. Approved Manufacturers: Ives/Trimco/Rockwood/Burns or approved equal.
- g) THRESHOLDS/WEATHERSTRIP
- i. General: Except as otherwise indicated, provide continuous weather stripping at each edge of every exterior door leaf. Provide type, size and profiles shown or specified. Provide non-corrosive fasteners as recommended by manufacturer for application intended. Except as otherwise indicated provide ADA standard aluminum thresholds of type, size and profile specified.
 - ii. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from manufacturers stock.
 - iii. Acceptable Manufactures: National Guard/Pemko/Zero /Reese.
 - iv. Provide thresholds that are 1" wider than frame depth. Unless return closed ends are specified, furnish thresholds 2" longer than the opening width for notching around the frame. Hardware installer shall be responsible for notching thresholds to the frame by field measuring after the door opening assembly is installed.
- h) h. DOOR SILENCERS
- i. At all hollow metal frames furnish three gray resilient rubber silencers.
17. Aluminum Ramps and Step
- a) Provide ADA and Code compliant pre-fabricated aluminum ramps and steps, complete with slip resistant steps and ramps, handrails, connections, supports, etc.
 - b) Ramps and stair sections shall be rigid, free span design.
 - c) Provide clear anodized aluminum finish
 - d) Acceptable manufacturers:
 - i. Sapa Extrusions, Inc. (REED Team) Magnolia, Arkansas 1-800-779-5509
 - ii. Compliant Access Products, LLC Cleves, Ohio 1-513-518-1435
 - iii. Or approved equal
18. ELECTRICAL SECTION:
- a) 150 AMP subpanels mounted on interior wall mount with 2-extra breaker spaces no "wafer breaker" allowed.
 - b) Standard "T-Grid type" 240 fluorescent lights (T-5 Bulbs)
 - c) Standard 60-watt porch light with photo-cell, with sufficient light to light up the emergency egress path, as required by the Code.
 - d) Dual head emergency lights – battery.
 - e) Combination dual head emergency light / exit signs
 - f) 2" x 4" junction box with 1" conduit – minimum for data, fire alarm and security. - Boxes to be stubbed into the attic cavity for data, monitoring, alarms & security systems by others.
 - g) Combination- 100 CFM exhaust fan with 60-watt light in staff RR
 - h) 180 CFM exhaust fan in gang toilets and janitor closet. Control with switch. i. 110 Volt receptacles @ approximately 12' O.C. on perimeter walls
 - i) Receptacles, switches and covers are to be white
 - j) GFCI receptacles as required.

- k) 1 GFCI receptacle under each double building section for plumbing heat-tape. Install in weather proof enclosure.
 - l) Exterior GFI outlets with weather-proof covers
 - m) Raceway: M.C. cable wiring throughout
 - n) Emergency Egress light is to be installed at each exist of the modular bldg. Connected to a photo-cell.
 - o) The Contractor is responsible for connecting the modular unit(s) to a site located main electrical service entrance. Service entrance to be weather rated, sized to handle the modular unit loads, meter base and shall be the main disconnect for the modular units.
 - p) The primary service to the service entrance shall be by the Contractor and will be included in each Purchase Order via an allowance.
19. LOW VOLTAGE Connection to the existing building
- a) The Contractor is responsible for providing and installing 2ea 2" PVC conduits (one for fire and one for Data) from the Modular building to the connection points within the existing school. Assume 250' to the closest connection point. For distances greater than 250', a unit price per foot will be included in the proposal.
 - i. Provide Sch 40 conduit. Minimum of 2' of cover.
 - ii. Provide long sweep elbows.
 - iii. Provide 6x6" pull box mounted on the face of the existing building at 18" above grade.
 - iv. Provide 2" LB fittings at all entrances into the existing building. Core drill masonry as required.
 - v. Conduit exposed to sunlight to be UV Treated.
 - vi. Provide pull string.
 - b) The Contractor is responsible for providing and installing the empty conduit for Data, Security and Fire Alarm within the modular units. Minimum 1" conduit, 2" x 4" box. Stubbed from location to attic cavity above the corridor "cap". Install pull wire.
20. HVAC Section
- a) 3.5-ton BARD wall mounted heat pumps with 10kw auxiliary strips
 - b) Model # W42H1DA10RXXXE; 3.5 Ton Heat Pump, Dehumidification, 10 Kw
 - c) Heat, 230-1-60, ERV, Low Ambient Kit -HVAC: Locate in the HITCH ENDS
 - d) Fiberglass supply duct
 - e) Return Duct with Grilles
 - f) Shoemaker 14"x8" 3-way adjustable curved blade supply air registers
 - g) Ducted return air with plenum walls
 - h) 10" x 10" fire and smoke dampers (in corridor)
 - i) CS-2000 energy management systems, humid-stat, (Complete Stat)
21. Fire Alarm
- a. The Contractor shall be responsible for the installation of the fire system.
 - b. Contractor to provide all required devices and wiring to comply with the minimum requirements NFPA 72. To include connecting to the main panel within the school.

SUBSTITUTIONS

The standards contained in these specifications are minimums. Any substitutions at time of project completion must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Lexington & Richland County Schools reserves the right to reject any and all substitutions.

BUILDING CONFIGURATION

Approximately 28' x 36' Classroom Unit

Include all specified items with the following variations:

- Minimum of 864 square feet
- 1 single exterior door
- 1 water closet
- 1 exterior window
- 1 fire extinguisher

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.

DELIVERY DATE – SPECIFIED: Delivery shall be made no later than June 30, 2024. Contractor may request approval to deliver items prior to the delivery date. [

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.

INFORMATION FOR OFFERORS TO SUBMIT – RISK ANALYSIS: When both parties fully understand the risks associated with a proposed contract, they can better manage and more appropriately allocate those risks. Accordingly, and for purposes of evaluation, you should submit the following: (i) an identification of key risks involved in the contract's performance and non-performance; (ii) an identification of the key risks to successful performance; (iii) an analysis and evaluation of the risks identified; and (iv) recommendations for managing the risks. Please address risks to everyone involved, such as the agency, contractor, expected users, and business partners. In responding, you are welcome to use the Risk Analysis Table found at www.procurement.sc.gov/legal/resources

OFFSHORE CONTRACTING: Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

- (a) What type of work is being contracted offshore? _____
- (b) What percentage (%) of the total work is being contracted offshore?

- (c) What percentage (%) of the total value of the contract is being contracted offshore?

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the and the Offeror. Attach Service Level Agreement to this document. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

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, 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.

CONTRACTOR'S LIABILITY INSURANCE (GENERAL): (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as: (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy. (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage. (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (c) The District and its officers, officials, employees and volunteers must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. (e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time. (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced. (g) Contractor hereby grants to the District and all of its officers, officials, employees and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain

any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. (i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

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 AWARDED PURSUANT TO CODE: Any contract resulting from this solicitation is formed pursuant to the District's Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available."

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.

ORGANIZATIONAL CONFLICT OF INTEREST: (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The District may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the District may terminate the contract for default.

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 turf 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 maintain workplace safety standards at all times.
6. Performance Period: Units must be delivered no later than June 30, 2024 and installed no later than August 26, 2024.
7. 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.
8. 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.
9. All bids over \$100,000.00 must be accompanied by a 5% Bid Bond with Power of Attorney.
10. 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.

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) 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, "Indemnitees" 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.

| ITEM # | DESCRIPTION | QTY | UNIT PRICE | TOTAL |
|--------|---------------------------------------|-----|------------|-------|
| 1 | Modular Classrooms per specifications | 6 | \$ | \$ |
| 2 | Turnkey Delivery and Installation | | | \$ |
| 3 | Grand Total | | | \$ |

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

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

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. Manufacturer's Product Specifications
5. Reference Sheet
6. Minority Participation Affidavit
7. Completed W-9
8. Certificate of Insurance (COI)
9. Bid Bond