



# Lexington County School District One

## INVITATION FOR BIDS

Solicitation Number: BT2025.11  
 Date Issued: May 16, 2025  
 Procurement Officer: **Jessica Monts**  
 Procurement Officer: *Jessica Monts*  
 Phone: **803-821-1109**  
 E-Mail Address: **mmonts@lexington1.net**

### DESCRIPTION: HVAC Mechanical Maintenance Services

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

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW:

#### PHYSICAL/MAILING ADDRESS:

Lexington School District One  
 Attn: Procurement Services/Jessica Monts  
 100 Tarrar Springs Road  
 Lexington, South Carolina 29072

**SUBMIT OFFER BY (Opening Date/Time): June 9, 2025, 3:00 p.m.** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: June 2, 2025, 3:00 p.m.** (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: One Original**

**CONFERENCE TYPE: Mandatory Site Visits by appointment.**  
**Contact Jeremy Lawson, [jlawson@lexington1.net](mailto:jlawson@lexington1.net), (803) 821-1395 or (803) 348-5328.**

**LOCATION: Site Visit Form**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

#### AWARD & AMENDMENTS

Intent to Award will be posted at the Physical Address above on **June 11, 2025**. The intent to award will become the final award on **June 23, 2025**, unless otherwise amended. The award, notice of this solicitation, any amendments, and any related notices will be posted at the following web address:

<https://www.lexington1.net/departments/procurement/solicitations-awards>

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 thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provisions.)

#### NAME OF OFFEROR:

(full legal name of business submitting the offer)

#### AUTHORIZED SIGNATURE:

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

#### TITLE:

(business title of person signing above)

#### PRINTED NAME:

(printed name of person signing above)

#### DATE SIGNED:

#### OFFEROR'S TYPE OF ENTITY:

(Check one)

- Sole Proprietorship
- Partnership
- Corporate entity (not tax-exempt)
- Tax exempt corporate entity
- Government entity (federal, state, or local)
- Other \_\_\_\_\_

(See "Signing your Offer" provision)

**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. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

#### STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

#### TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

**PAGE TWO**

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

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

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

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<b>MINORITY PARTICIPATION</b>	
Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____	
If yes, South Carolina Certification # _____	

## I. SCOPE OF SOLICITATION

**OVERVIEW:** Lexington County School District One is seeking qualified contractors to provide HVAC Mechanical Maintenance Services as specified herein.

**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.

**MAXIMUM CONTRACT PERIOD – ESTIMATED: August 1, 2025 through July 31, 2030.** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

This contract has a one-year initial term, and four one-year renewal terms. The potential maximum contract period is five years.

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

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:

<https://www.lexington1.net/departments/procurement/solicitations-awards> . (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.

**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, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until after seven business days of posting the notice.

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

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

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

**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. [02-2A032-1]

#### 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.

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws is available at <http://www.scstatehouse.gov/code/statmast.php>. The District's Procurement Code is available at <https://www.lexington1.net/departments/procurement/solicitations-awards>.

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

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Procurement Office or the District Office's mail room which services that Procurement Office prior to the bid opening which is located at the physical address on the first page of the solicitation.

DEFINITIONS: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BOARD – means the Lexington School District One Board of Trustees.

BUYER – means the Procurement Officer.

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

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

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

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

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

DISTRICT – means Lexington County School District One.

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

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

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

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

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

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

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

YOU and YOUR – means Offeror.

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

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**ETHICS ACT: 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 state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

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

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

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

[Article 17 – 4210 of the District’s Procurement Code].

The rights and remedies granted under Article 17 – 4210 are not available for contracts with an actual or potential value of less than fifty thousand dollars.

**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 must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors.

(b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to Jessica Monts and received by Jessica Monts no later June 2, 2025, 3:00 p.m., via e-mail. Please send questions to:

Email: [mmonts@lexington1.net](mailto:mmonts@lexington1.net)

Subject Line: BT2025.11 – HVAC Mechanical Maintenance Services

**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. [Article 5 - 1710 of the District’s Procurement Code]

**RESPONSIVENESS / IMPROPER OFFERS:**

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

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

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

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

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

**RESTRICTIONS APPLICABLE TO OFFERORS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the District or its employees, agents or officials.* All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to the District or its employees, agents or officials prior to award.*

**SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror.**

(a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, **signed by the individual**, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, **followed by the signature and title of the person authorized to sign.**

(d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless 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 the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit."

A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

**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.

**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 Article 5 – 1520 of the District's Procurement Code.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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

**MAIL PICKUP:** The District picks up mail from the US Postal Service once daily around 9 a.m. excluding weekend and holidays. (See deadline for submission of offer above.)

PROTEST: Any protest must be addressed to the Chief Procurement Officer, Lexington County School District One, and submitted in writing by e-mail or post delivery as follows:

Mailing Address: Lexington County School District One  
Procurement Services, Chief Procurement Officer  
100 Tarrar Springs Road  
Lexington, South Carolina 29072

Ref: Protest – BT2025.11

Email: [jmiller@lexington1.net](mailto:jmiller@lexington1.net) and [mmonts@lexington1.net](mailto:mmonts@lexington1.net)

Subject Line: Protest - Ref: BT2025.11

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

SCOPE OF WORK: See attached Scope of Work/Specifications.

BIDDING SCHEDULE: See Bidding Schedule.

**DELIVERY DATE** – See Scope of Work/Specifications.

DELIVERY LOCATION: After award, all deliveries shall be made to the location provided below:  
**Lexington County School District One Locations**

**All deliveries shall be FOB Destination. All delivery charges are to be paid by the contractor and included in the price of the goods, not invoiced separately. Any claim for loss or damages shall be between the contractor and the carrier.**

QUALITY – NEW: All items must be new.

UNIT PRICES REQUIRED: Unit prices shall be shown on each item.

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

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page and Page Two. 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; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

MINORITY PARTICIPATION: Refer to Page Two of solicitation.

### **V. QUALIFICATIONS**

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. [Article 5 – 1810 of the District's Procurement Code]

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

- available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- a satisfactory record of performance;
- a satisfactory record of integrity;
- qualified legally to contract with the District and State; and
- supplied all necessary information in connection with the inquiry concerning responsibility.

## **VI. AWARD CRITERIA**

**AWARD BY:** Award will be made by **ACCUMULATIVE TOTAL PRICE**.

**AWARD CRITERIA – BIDS:** Award will be made to the lowest responsible and responsive bidder.

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

**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 five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination.

This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of 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 complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (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 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 state annotates such invoice with the date of receipt at the time of

receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Lexington County School District One's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Lexington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District'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 the contractor shall include all costs for performing the work associated with pricing. Except as otherwise provided in this solicitation, contractor's discount off Manufacturer's Suggested Retail Price (MSRP) shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractors from offering an increase of discount off MSRP after award.

**NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the District to indemnify anyone.

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

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

**PAYMENT & INTEREST:** (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with the District's Procurement Code Section 45 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. (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.

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

**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.

**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.

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

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

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

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

**ILLEGAL IMMIGRATION:** (An overview is available at <https://procurement.sc.gov/immigration>)

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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

### **CHANGES:**

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

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

(2) **Adjustments of Price or Time for Performance.** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

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

**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.

**TERMINATION FOR DEFAULT:** The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law.

If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

**STATUTORY AND REGULAR COMPLIANCE:** The SFA and Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, regulations, and tariffs pertaining to the performance of this Contract, including but not limited to the following: Executive Order 11246 (Equal Employment Opportunity), as amended by Executive Order 11375 and as supplemented in United States Department of Labor regulations 41 CFR Part 60; Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; USDA-FNS Instruction 113-6 "Civil Rights Compliance and Enforcement in School Nutrition Programs;" Consumer Product Safety Act; the Immigration Reform and Control Act of 1986 in conjunction with the South Carolina Illegal Immigration Reform Act; the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended); and Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}) in conjunction with Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322.

**DEBARMENT AND SUSPENSION:** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**BYRD ANTI-LOBBYING AMENDMENT:** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**BUY AMERICAN PROVISION:** The Contractor shall comply with the Buy American Requirements contained in 2CFR 210.21(d), that requires schools participating in USDA Child Nutrition Programs to purchase to the maximum extent possible, domestic commodities or products. "Domestic commodity or product" is defined by USDA as having over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.

Exceptions may apply when a product is not produced or manufactured in the United States in sufficient, reasonable, and available quantities of a satisfactory quality or when competitive bidding reveals the cost of a domestic product is significantly higher than a non-domestic product.

Poultry products used in production of all pre-approved products in this bid agreement shall be of domestic origin and processed in the United States.

As part of any subsequent Contract, the Contractor shall submit written documentation and obtain prior written approval from the SFA whenever there is a change in product sources that may necessitate the substitution or replacement of domestic products with non-domestic products. With regard to fresh produce, the Contractor shall include the Country/Countries of Origin on all monthly price updates. Any non-domestic products delivered to the SFA without prior written approval shall be rejected. The following products are exempt from the requirements of this section: bananas; coffee; mandarin oranges; olives; and pineapples.

**CLEAN AIR ACT:** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

By submitting an offer, the Offeror certifies that the Offeror has and will comply with when required, where applicable, Contracts and subgrants of amounts in excess of \$100,000 to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA). The District and Offeror mutually agree to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 USC 7401-7671q), the Federal Water Pollution Control Act, as amended (33 USC 1251-1387), Executive Order 117389, Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322, and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

**200.322 PROCUREMENT OF RECOVERED MATERIALS:**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**VOLUME/SCHOOL LOCATION – ADDITIONS AND DELETIONS:**

The attached Bidding Schedule provides the District’s current list of schools; however, the District reserves the right to delete any school locations/HVAC units or to add school locations/HVAC units to the contract. Additional school locations/HVAC units will be added based on the current Bidding Schedule of a school with equal or similar equipment. The District reserves the right to add or delete HVAC Mechanical Maintenance services at any location on the Bidding Schedule.

Lot 1 - The Bidding Schedule provides the Districts current list of schools and units. The District reserves the right to add quantities at the awarded unit prices.

**ESTIMATED QUANTITY – UNKNOWN:** The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

**INDEMNIFICATION - THIRD PARTY CLAIMS:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, Indemnitees means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**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 Article 17 of the District's Procurement Code.

(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 1830 of the District's Procurement Code.

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

**PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”:** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the delivery location, or other location, as specified herein. (See Delivery Location provisions)

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

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

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

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

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 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.

**BIDDING SCHEDULE/PRICING – BT2025.11 - Provide HVAC Mechanical Maintenance Services**

<b>LINE ITEM</b>	<b>FACILITY/SCHOOL AND LOCATION</b>	<b>QTY</b>	<b>U/M</b>	<b>Monthly Price</b>	<b>U/M</b>	<b>Annual Price</b>
1	Carolina Springs Elementary 6340 Platt Springs Road Lexington, SC 29073	1	MO		x 12	\$
2	Carolina Springs Middle 6180 Platt Springs Road Lexington, SC 29073	1	MO		x 12	\$
3	Central Services/Annex 111 Tarrar Springs Road Lexington, SC 29072	1	MO		x 12	\$
4	Central Services 100 Tarrar Springs Road Lexington, SC 29072	1	MO		x 12	\$
5	Deerfield Elementary 638 Longs Pond Road Lexington, SC 29073	1	MO		x 12	\$
6	Forts Pond Elementary 7350 Fish Hatchery Road Pelion SC 29123	1	MO		x 12	\$
7	Gilbert High 765 Main Street Gilbert, SC 29054	1	MO		x 12	\$
8	Gilbert Middle 120 Rikard Circle Gilbert, SC 29054	1	MO		x 12	\$
9	Gilbert Elementary 520 Main Street Gilbert, SC 29054	1	MO		x 12	\$
10	ITV Building 944 Pisgah Church Road Lexington, SC 29072	1	MO		x 12	\$
11	Lake Murray Elementary 205 Wise Ferry Road Lexington, SC 29072	1	MO		x 12	\$
12	Lexington Elementary 116 Azalea Drive Lexington, SC 29072	1	MO		x 12	\$
13	Lexington High 2463 Augusta Highway Lexington, SC 29072	1	MO		x 12	\$
14	N. Lake Community Center 702 North Lake Drive Lexington, SC 29072	1	MO		x 12	\$
15	Lexington Technology Center 2421 Augusta Highway Lexington, SC 29072	1	MO		x 12	\$

16	Maintenance 946 Pisgah Church Road Lexington, SC 29072	1	MO		x 12	\$
17	Midway Elementary 180 Midway Road Lexington, SC 29072	1	MO		x 12	\$
18	Meadow Glen Elementary 510 Ginny Lane Lexington, SC 29072	1	MO		x 12	\$
19	Meadow Glen Middle 440 Ginny Lane Lexington, SC 29072	1	MO		x 12	\$
20	New Providence Elementary 1118 Old Cherokee Road Lexington, SC 29072	1	MO		x 12	\$
21	Oak Grove Elementary 479 Oak Drive Lexington, SC 29072	1	MO		x 12	\$
22	Operations Center 948 Pisgah Church Road Lexington, SC 29072	1	MO		x 12	\$
23	Pelion Elementary 1202 Pine Street Pelion, SC 29123	1	MO		x 12	\$
24	Pelion High 600 Lydia Drive Pelion, SC 29123	1	MO		x 12	\$
25	(OLD) Pelion Middle 758 Magnolia Street Pelion, SC 29123	1	MO		x 12	\$
26	Pleasant Hill Elementary 664 Rawl Road Lexington, SC 29072	1	MO		x 12	\$
27	Pleasant Hill Middle 660 Rawl Road Lexington, SC 29072	1	MO		x 12	\$
28	Red Bank Elementary 246 Community Drive Lexington, SC 29072	1	MO		x 12	\$
29	River Bluff High School 320 Corley Mill Road Lexington, SC 29072	1	MO		x 12	\$
30	Rocky Creek Elementary 430 Calks Ferry Road Lexington, SC 29072	1	MO		x 12	\$
31	Rosenwald 420 Hendrix Street Lexington, SC 29072	1	MO		x 12	\$
32	Saxe Gotha Elementary 100 Bill Williamson Court Lexington, SC 29073	1	MO		x 12	\$

33	Transportation 1674 Two Notch Rd, Lexington, SC 29073	1	MO		x 12	\$
34	Transportation – Gilbert 4240 Two Notch Road Gilbert, SC 29054	1	MO		x 12	\$
35	Transportation – Pelion 512 Main Street Pelion, SC 29123	1	MO		x 12	\$
36	White Knoll Elementary 132 White Knoll Way West Columbia, SC 29170	1	MO		x 12	\$
37	White Knoll High 5643 Platt Springs Road Lexington, SC 29073	1	MO		x 12	\$
38	White Knoll Middle 116 White Knoll Way West Columbia, SC 29170	1	MO		x 12	\$
39	Beechwood Middle School 1340 Highway #378 Lexington, SC 29072	1	MO		X12	\$
40	(New) Pelion Middle School 325 Main Street Pelion, SC 29123	1	MO		X12	\$
41	Centerville Elementary School 4147 Augusta Hwy Gilbert, SC 29054	1	MO		X12	\$
42	Lakeside Middle School 455 Old Cherokee Road Lexington, SC 29072	1	MO		X12	\$
43	South Lake Elementary 274 Bluefield Road Lexington, SC 29073	1	MO		X12	\$
<b>ACCUMULATIVE TOTAL PRICE (Lines 1-43, Please Extend Monthly and Annual Amounts)</b>						\$
40	Hourly Rate <u>Service Mechanic</u>			1 HR		\$
	Hourly Rate <u>Service Helper</u>			1 HR		\$
41	PARTS shall be furnished by the Contractor at <u>Contractor’s cost plus a percent mark-up.</u>			1 EA		%
42	Fire / Smoke Damper Inspection and Testing – Inspect and cycle in accordance with NFPA 80 (Price EA is per damper).			1 EA		\$ (Per Record of Negotiations)

**ATTACHMENTS**

Scope of Work / Specifications

Facility Report

Forms:

1a. Boiler Checklist Form

1b. Chiller Checklist Form

2. Repair Authorization Form

HVAC Equipment List

Site Visit Verification Sign-In Sheet

**SCOPE OF WORK / SPECIFICATIONS**  
**BT2025.11 - Provide HVAC Mechanical Maintenance Services**

**General Introduction**

Contractor shall provide preventative maintenance and repair services on all equipment and associated devices related to the HVAC systems as outlined within the specifications. Domestic water heating equipment is NOT included in this contract.

Contractor shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions as outlined in this solicitation. At the beginning of contract period (July 1) all HVAC equipment shall be assumed to be in operating order unless a differing condition has been demonstrated to District personnel.

Contractor shall comply with the Section 608 Refrigerant Recycling Rule on the Clean Air Act, 1990, as amended (CCA), including final regulations published on May 14, 1993, (58FR28600, August 19, 1994, (59FR42950) and November 9, 1994 (59FR55912).

The locations listed in this solicitation document/bidding schedule, etc., are the general locations for equipment that will be a part of this contract. The contract for mechanical maintenance shall cover all equipment at these facilities whether specifically listed or not.

Maintenance for portable classrooms is a portion of this contractor. There are 171 portable classrooms in District use at this time. They are distributed as shown on the District total sheet updated to October, 2017. The contract covers these units, even if their location may change over the course of the contract.

**Preventative Maintenance**

Gas fired boilers shall be serviced on a semi-annual basis. Centrifugal chillers shall be serviced once a year. Three coiling towers shall be serviced and cleaned on a semi-annual basis.

Preventative maintenance shall be performed in a uniform and systematic manner with all heating and cooling units, air handlers, HVAC controls (not otherwise contracted), cooling towers, fans and hoods inspected at least every three months. The inspection reports for all equipment shall be provided to the District on a monthly basis.

Each inspection shall include, but not be limited to, the following functions (except as noted):

- Tighten belts
- Recalibrate or adjust controls if necessary
- Tighten electrical connections (twice a year)
- Change or clean filters as designated
- Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions
- Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it is in proper operating condition and performing at optimum efficiency
- Lubricate all equipment where needed to permit bearings, gears, and all contract wearing points to operate freely and without undue wear
- Insure that all equipment is weather-proof to prevent leaks and damage to the interior of the building
- Clean coils (one a year when school is out)
- Test and service all air compressors used to supply air to pneumatic controls
- Special maintenance for the three centrifugal chillers as outlined on the chiller checklist
- Special maintenance for the boilers as outlined on the boiler checklist

Consumable supplies, items such as oil and cleaner necessary to accomplish these functions shall be considered a part of the contract and not be subjected to extra billing.

Air Filters: Contractor shall provide, install and regularly change all throw-away air filters, clean all permanent air filters on mini split units and kitchen make up air units, and electro-static filters at a frequency dictated by dirt conditions, but no less than once in each two-month cycle. The exception to this would occur in those areas of schools not occupied or operated during the summer break. Filters need to be disposed of off School grounds.

Filters should be date tagged at a visible edge of each filter in a method devised by the contractor and agreed upon by the District. MERV rating 8 pleated is the minimum allowed for air filters. In the event a MERV rating 8 pleated filter does not perform on the equipment, the District and the Contractor will determine the best filter to be utilized on that particular equipment.

Electro-static filters shall be checked on a regular filter schedule. The filter media shall be checked for face loading and cleaned if it has build-up, Filters shall be replaced every two years or sooner if needed.

In the FIRST month of the two-month cycle, the following facilities shall have their filters changed:

1	Carolina Springs Elementary
2	Carolina Springs Middle
3	Forts Pond Elementary
4	Gilbert Elementary
5	Gilbert High
6	Gilbert Middle
7	Lexington Elementary
8	Lexington Middle
9	Oak Grove Elementary
10	Pelion Elementary
11	(OLD) Pelion Middle
12	Red Bank Elementary
13	Saxe Gotha Elementary
14	White Knoll Elementary
15	White Knoll Middle

In the SECOND month of the two-month cycle, the following facilities shall have their filters changed:

1	Central Services, Main Bldg, Building Two and Building Three (Annex)
2	Deerfield Elementary
3	ITV
4	Lake Murray Elementary
5	Lexington High
6	Lexington Technology
7	Maintenance
8	Meadow Glen Elementary
9	Meadow Glen Middle
10	Midway Elementary
11	New Providence Elementary

12	Pelion High
13	Pleasant Hill Elementary
14	Pleasant Hill Middle
15	River Bluff High
16	Rocky Creek Elementary
17	Rosenwald
18	Transportation, Lexington, Gilbert and Pelion
19	White Knoll High
20	Beechwood Middle School
21	(New) Pelion Middle School
22	Centerville Elementary School
23	Lakeside Middle School
24	South Lake Elementary

For newer schools or locations not listed, please check with Jeremy Lawson, Energy Manager at 821-1395.

New Schools - Contractor is not responsible for service calls for the first/two years depending on specifics , but shall be responsible for filters and cleaning coils.

### **Gas-Fired Boiler Service - Checklist**

The following measures shall be accomplished for each gas-fired boiler on a semi-annual basis. Boiler servicing is to be accomplished as follows:

Maintenance Schedule: FIRST VISIT: Month of October  
SECOND VISIT: Christmas Holidays

FIRST VISIT shall include the following:

1. Control Devices: All control devices shall be checked and double-checked to be certain they are operating properly. These devices include:
  1. Low Water Cutoff: This device must be dismantled to ascertain there is no scale or rust buildup to prevent the float from operating properly. Contractor shall check the electrical connections and the float linkage to assure the system is operating properly.
  2. Operating Aquastat: This device will be run up and down to be sure it is operating properly. Check electrical connections.
  3. Upper Limit Safety: Check the same way as the operating aquastat.
  4. Fireeye/Sequence Controls: These controls shall be run through a firing sequence and must operate properly. The fire proving mechanism must be operative, whether it is a photocell or a stack switch.
2. Burner Operation: Prior to starting the burner, the contractor shall accomplish the following:
  1. Gas pressure: Gas pressure shall be checked at the regulator ensuring proper W.C. on an annual basis.
  2. Nozzle or Nozzles: The nozzle shall be checked on an annual basis during the first visit.
  3. Electrodes: The gap on the electrodes shall be set by a serviceman familiar with boiler servicing. Electrodes will be checked for cracks in the ceramic holders, etc.
  4. Air Adjustment: The serviceman shall check the air adjustment when the boiler is first started. All adjustments shall be accomplished by a competent boiler serviceman.
  5. Flue Gas Analysis: Contractor shall provide the owner with a flue gas analysis to prove that combustion is set-up properly and that the boiler is fine-tuned to maximum capability.

3. Water Side Maintenance: The boiler serviceman will note the condition of the water in the sight glass. He will check the water feed to be sure this unit operates properly. The boil water pressure will be noted in comparison to what the pressure should be.
4. Water Pumps: All water pumps will be oiled or greased as needed. The voltage and amperage of each pump will be noted on a report to the District.

SECOND VISIT shall include the following:

5. Control Devices: All control devices will be checked and double-checked to be certain they are operating properly. These devices include:
  1. Low Water Cutoff: This device will be checked by blowing down the low water cutoff. This activity will break the circuit and make the burner stop. Check electrical connections.
  2. Operating Aquastat: This device will be run up and down to be sure it is operating properly. Check electrical connections.
  3. Upper Limit Safety: Check the same way as the operating aquastat.
6. Water Side Maintenance: The boiler serviceman will note the condition of the water in the sight glass. He will check the water feed to be sure this unit operates properly. The boil water pressure shall be noted in comparison to what pressure should be.
7. Water Pumps: All water pumps will be oiled or greased as needed. The voltage and amperage of each pump will be noted on a report to the District.

Centrifugal Chiller Service – Checklist

1. Annual winter maintenance, once a year thorough preventative maintenance schedule shall be performed to including the following:
  - a. Furnish nitrogen, oil filters, and gaskets as required
  - b. Pressure test as required
  - c. Repair any minor leaks
  - d. Detailed inspection of purge system and thorough cleaning of purge compressor, purge oil separator, purge drum, and purge condensing coil. Change purge oil as required.
  - e. Check the condition of contacts for wear, pitting, etc.
  - f. check and calibrate safety controls
  - g. Meg compressor motor and oil pump motor. Record settings.
  - h. Check dash-pot oil in the main starter, tighten all starter terminals and check contacts for wear. Check and calibrate overloads. Record trip amps and trip times.
  - i. Tighten motor terminals and control panel terminals.
  - j. Clean oil strainer, replace filter and gasket where required
  - k. Tighten oil heater leads
  - l. Check operation of vane positioner
  - m. Change oil when so indicated by oil analysis unless done on annual schedule
  - n. Visually inspect condenser tubes
  - o. Report any uncorrected deficiencies noted
2. Written Reports: Written reports shall be provided to the District's representative following each regular inspection or emergency call.

3. Seasonal Start-Up
  - a. Test motor (Meg.)
  - b. Start machine - - check controls and calibrate
  - c. Complete operating log and record settings
  - d. Check refrigerant and oil levels
  - e. Check purge operation
  - f. Check starter operation, voltage, and current
  - g. Set-up operating log with operator, instruct, and advise troubleshooting techniques
  
3. Scheduled Preventative Maintenance - Three inspections during the operating season shall be made to include:
  - a. Adjust operating and safety controls. Record settings.
  - b. Complete operating log of temperatures, pressures, voltage, and amperages
  - c. Change oil in purge vacuum pumps when required
  - d. Check operation of purge system
  
4. Cooling Tower Preventative Maintenance - Shall be checked on the schools regular maintenance schedule:
  - a. Check belts for wear and assure proper tension.
  - b. Grease motors, check shafts, and bearings.
  - c. Check for proper water levels and floats are in working order.
  - d. Clean tower yearly to remove any scale or sludge.
  - e. Check nozzles and make sure none are stopped up.
  - f. Check operation of control circuits
  - g. Check operation of lubrication system including oil pump and oil pressure regulator
  - h. Check operation of motor and starter
  - i. Check customers log with operator, discuss operation of the machine generally
  - j. Report to operator any uncorrected deficiencies notes.
  
5. Emergency Service - This coverage includes emergency calls between inspections as required (maximum of \* hours each) for purpose of diagnosis of trouble, adjustment, minor repairs, or re-setting of controls (\*no maximum).
  
6. Analysis Services - Various diagnostic tests are to be performed depending on equipment duty and type as checked below. Reports with interpretation and recommendations to be included.
  
7. X oil sample and analysis for wear metals, acid content and moisture. Samples to be taken two times per year.
  
8. Clean Condenser Tubes - Once a year, furnish labor for brush cleaning of condenser tubes.
  
9. Contractor shall respond to Emergency calls for chillers within 2 hours or have an outside subcontracted chiller technician(company) on premises.

### **Daiken Equipment**

Provide semi-annual (every 6 months) preventative maintenance on all Daiken equipment at the Central Services main office building, 100 Tarrar Springs Road, Lexington SC 29072. Service technicians shall meet or exceed the Daiken specific experience, qualifications and service requirements as stated in Section V. QUALIFICATIONS, QUALIFICATION OF OFFEROR and QUALIFICATIONS – MANDATORY MINIMUM.

1. On a semi-annual basis, Contractor/Technician shall properly document equipment performance information for each system inspected on preventive maintenance visits on forms specifically designed for VRV/VRF systems. A sample preventive maintenance form report shall be submitted with proposal and shall include, but is not limited to, the following:
  - a. Review zone set points and confirm proper operating range.
  - b. PID control of the fan coil units shall be checked to ensure close set point control without excessive swings in EEV control.
  - c. Fault or alarm history shall be checked and documented. Events investigated to find cause and a resolution shall be recommended.
  - d. Proper refrigerant level and operating pressure control shall be confirmed.
  - e. All critical operating sensors, (temperature and pressure), shall be checked for accuracy within 2% of its range.
  
2. In addition to preventive maintenance service, the Contractor shall also provide Daiken specific services to include:
  - a. Training at Contractor's facility that includes operational equipment (similar to the equipment listed) installed for training purposes, and class/lecture accommodations.
  - b. Contractor shall maintain OEM parts inventory on service vehicles to properly complete the most common repairs where these parts would be needed. Provide a list of these parts with proposal.
  - c. Contractor shall have additional parts/quantities in stock at a central distribution point/parts store within a 4 hour radius of the site.
  - d. Contractor shall also have factory trained service representation for Daikin Outdoor Air equipment.

### **Fire/Smoke Damper Inspection and Testing**

Contractor shall Inspect and Cycle each fire/smoke damper in accordance with NFPA 80. The dampers shall be checked for proper operation, obstructions, and damaged or missing fusible links.

Lexington School District One will assist the contractor in locating each fire damper location.

### **General Repair Program**

Contractor shall be responsible for the labor and material cost of repair of the heating, ventilating and air conditioning equipment contained in all the facilities listed in these specifications with the exception of those specifically exempted.

All existing equipment and controls shall be brought-up to operating standards as part of this contract. HVAC equipment will be assumed to be operating properly at the beginning of the contract period.

Service calls shall be answered within 24 hours during normal working hours, 7:30 a.m. to 4:30 p.m. – Monday through Friday, as part of the general repair program. The contractor is advised there will be calls where circuit breakers may be in the "off" position or thermostats may need adjustment. The contractor is expected to answer these calls as part of the contract.

Any and all emergency repairs shall be covered by this contract.

Contractor is responsible for compliance with the refrigerant recovery law and responsible for any fines incurred for non-compliance.

Contractor shall maintain an adequate material inventory level based on breakdown experience and frequency of the equipment.

Contract shall be expected to recommend energy saving modifications and operating procedure changes to the owner.

Service reports stating the nature of work performed on equipment shall be provided by service personnel for owner records. A copy of the work tickets will be forwarded to the Maintenance Department in a timely manner.

### **General Repair Program - Exceptions**

Repairs Covered by Insurance - Insurance coverage carried by the District will cover damage by: Fire, Hail, Tornado, Lightning, Vandalism, Malicious Mischief, Flood, Wind, Explosion, Vehicular Damage, Smoke, Aircraft, Collapse, Earthquake, Sprinkler Leakage, Water Damage, Boiler Explosion

Contractor will be expected to complete insurance company verification and paperwork requirements as a part of the contract. Any maintenance cost not covered by insurance will be the responsibility of the contractor except where specifically noted.

Specifically excluded from insurance coverage are: electrical surges, and single phasing damage.

Aging Beyond Equipment Life - The District will be responsible for replacement cost of equipment failures due to age beyond their expected service life.

Consideration will be given to capital items over 15 years of age in the case of package or outside equipment and 20 years in case of inside "core equipment" such as chillers, boilers, and pumps.

The repair of compressors and fan motors for equipment failures due to age beyond their expected service life is considered outside the General Repair Program. The contractor may be responsible for making the repairs based on the hourly rate and parts discount as provided on the attached Bidding Schedule. However, the District may obtain quotes on the repairs based on the dollar amount and immediate/urgent need; or as determined in the best interest of the District. Maintenance of other components is not considered outside of the General Repair Program.

Specific Exclusions - District personnel will be responsible for all repairs and maintenance of:

- Novar Energy Management System Components
- Window Air Conditioners
- Kitchen Refrigeration Units
- Emergency Electrical Generators
- Damage to electrical motors and components as a result of utility source surges of single phasing will be corrected by the contractor with the cost billed to the District as an extra.
- Domestic Water Heating Equipment

Warranty Considerations - Contractor is not responsible for service calls for the first two years, but is responsible for filters and cleaning coils. Verify warranty information on any new schools or any renovations/additions with Rodney Oswald, energy manager

Care and Cleanliness - Contractor shall be responsible for cleanliness of mechanical equipment and cleanup of all trash, residue, and equipment as a result of his own work. Mechanical equipment shall be cleaned as necessary.

Large Repairs or Replacements - Repair projects not covered by this contract will be procured outside this contract.

## **Equipment List**

The Equipment Lists are intended as a guideline for existing equipment. The contract for mechanical maintenance shall cover all equipment within each facility whether listed or not. Maintenance for portable classrooms is a portion of this contract.

There are 171 portable classrooms in use at his time. They are distributed as shown on the District total sheet. The contract covers these units, even if their location may change over the course of the contract, or may not be included on the list.

## **Other**

Payment shall be made on a monthly basis for preventive maintenance service. Contractor shall invoice by month with charges itemized by location for preventive maintenance services.

Purchase Orders shall be obtained before performing any additional service and repair covered by the contract. Invoices for additional service and repair shall be billed separate from the monthly preventive maintenance charge. Invoices shall include Purchase Order number, description of the work, location, parts, labor and applicable tax and authorization documentation.

Licensed Mechanical Contractor - Contractor shall be a licensed mechanical contractor and shall provide proof of license. Contractor's License: Contractor shall be a licensed mechanical contractor in air Conditioning and heating, Group 5, AC5 and HT5, and shall provide the contractor's license number.

Licenses, Permits, Insurance - All costs for required licenses, permits, and insurance shall be borne by the contractor.

Regulations and Standards - The work shall comply with all laws, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work. These requirements supplement the specifications and shall take precedence in case of conflict.

All work shall be performed and completed in a thoroughly workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications and/or drawings.

All materials and equipment shall be new and shall comply with the applicable standard in every case where such a standard has been established for the particular type of material in question.

**FACILITY REPORT**  
**BT2025.11 - Provide HVAC Mechanical Maintenance Services**

	LOCATION	STUDENTS	STAFF	TOTAL	BLDG SF	PORT SF	Clrms	Clrms	TOTAL SF
1	Carolina Springs Elem	807	91	898	88,187	15,264	41	20	103,451
2	Carolina Springs Middle	876	106	982	142,363	0	58	0	142,363
3	Deerfield Elementary School	690	84	774	132,611	0	48	0	132,611
4	District Maintenance	0	37	37	28,719	0	1	0	28,719
5	District Office	0	89	89	32,832	0	0	0	32,832
6	District Office BLDG 2,3	0	120	120	13,118	0	0	0	13,118
7	District Office IT/Central Sto.	0	45	45	24,382	768	1	1	25,150
8	Forts Pond Elementary	535	82	617	81,343	3,948	35	5	85,291
9	Gilbert Elementary	740	104	844	116,320	5,280	57	5	121,600
10	Gilbert Middle	769	95	864	121,653	0	57	0	121,653
11	Gilbert High School	966	118	1,084	258,886	0	77	0	258,886
12	Gilbert Transportation	0	2		1,200	0	0	0	1,200
13	Lake Murray Elementary	774	89	863	114,613	2,928	64	4	117,541
14	Lexington Elem	654	91	745	126,305	0	75	0	126,305
15	Lexington High	1,929	204	2,133	472,733	0	138	0	472,733
16	Rosenwald Center	88	33	121	48,056	10,448	22	14	58,504
17	N. Lake Community Learning Center	947	111	1,058	189,668	2,976	89	4	192,644
18	Lexington Tech	1948	57	57	153,976	0	39	0	153,976
19	Meadow Glen Elementary	941	112	1,053	124,829	9,504	48	12	134,333
20	Meadow Glen Middle	1,088	110	1,198	185,957	5,664	65	7	191,621
21	Midway Elem	871	108	979	105,666	3,840	61	5	109,506
22	New Providence Elementary	644	87	731	88,766	0	41	0	88,766
23	Oak Grove Elem	714	92	806	85,606	4,464	35	6	90,070
24	Pelion Elem	675	101	776	123,859	5,232	64	7	129,091
25	(OLD) Pelion Middle	583	94	677	146,196	768	40	1	146,964
26	Pelion High	677	102	779	244,368	0	68	0	244,368
27	Pelion Transportation	0	2	2	1,200	0	0	0	1,200
28	Pleasant Hill Elementary	930	100	1,030	86,008	18,384	41	24	104,392
29	Pleasant Hill Middle	1,193	118	1,311	147,629	9,888	64	13	157,517
30	Red Bank Elem	584	103	687	98,877	11,904	51	13	110,781
31	River Bluff High School	2,058	223	2,281	560,041	0	94	0	560,041
32	Rocky Creek Elementary	752	87	839	116,905	0	48	0	116,905
33	Saxe Gotha Elem	755	105	860	102,428	1,536	57	2	103,964
34	Transportation	0	15	15	1,521	2,976	1	4	4,497
35	White Knoll Elem	760	99	859	99,654	7,296	55	8	106,950
36	White Knoll Middle	774	103	877	159,190	720	73	1	159,910
37	White Knoll High	1,938	216	2,154	426,978	11,088	115	15	438,066
38	Beechwood Middle	906	101	1,007	204,704	0	71	0	204,704
39	(New) Pelion Middle School	601	98	699	209,612	0	71	0	209,612
40	Centerville Elementary School	776	110	886	127,771	0	55	0	127,771
41	Lakeside Middle School	842	109	951	214,000	0	71	0	214,000
42	South Lake Elementary				128219	0	0	0	128219
	<b>District Totals</b>	<b>30,785</b>	<b>3,953</b>	<b>32,788</b>	<b>5,936,949</b>	<b>134,876</b>	<b>2,091</b>	<b>171</b>	<b>607,1825</b>

**Form 1a - BOILER CHECKLIST FORM**  
**BT2025.11 - Provide HVAC Mechanical Maintenance Services**

School Name: \_\_\_\_\_

Boiler Location: \_\_\_\_\_

Report No./Date: \_\_\_\_\_

Boiler Description: \_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

BTU Rating/Input: \_\_\_\_\_

BTU Rating/Output: \_\_\_\_\_

Voltage: \_\_\_\_\_ Amperage: \_\_\_\_\_

Flue Gas Analysis:      Percent of Efficiency: \_\_\_\_\_

   CO2 Amount: \_\_\_\_\_

   O2 Amount: \_\_\_\_\_

   Stack Temp.: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Checklist:                      Oil Filter: \_\_\_\_\_

   Nozzle: \_\_\_\_\_

   Operating Aquastat: \_\_\_\_\_

   High Limit Aquastat: \_\_\_\_\_

   Electrodes: \_\_\_\_\_

   Fireeye/Sequence Controls: \_\_\_\_\_

Checklist Completed by: \_\_\_\_\_

**Form 1b - CHILLER CHECKLIST FORM**  
**BT2025.11 - Provide HVAC Mechanical Maintenance Services**

School Name: \_\_\_\_\_

Chiller Location: \_\_\_\_\_

Report No./Date: \_\_\_\_\_

Chiller Description: \_\_\_\_\_

Location: \_\_\_\_\_

Chiller Tonnage \_\_\_\_\_

Voltage: \_\_\_\_\_ Amperage: \_\_\_\_\_

Oil Analysis \_\_\_\_\_

Refrigerant Type \_\_\_\_\_

Comments: \_\_\_\_\_

Checklist:  
Refrigerant Pressures \_\_\_\_\_

Chill Water Temp. \_\_\_\_\_

Condenser Water Temp. \_\_\_\_\_

Stater Operation and Electrical Connections: \_\_\_\_\_

Safety Controls: \_\_\_\_\_

Oil levels: \_\_\_\_\_

Checklist Completed by: \_\_\_\_\_

**Form 2 - REPAIR AUTHORIZATION FORM  
BT2025.11 - Provide HVAC Mechanical Maintenance Services**

This form shall be utilized to quote any repairs due to equipment failure due to age beyond their expected service life as defined in the Contract. This form must be submitted to the Maintenance Department for review and approval prior to making these types of repairs.

<b>Manufacturers Description of Part(s)</b>	<b>Cost of Part</b>	<b>___% Mark-up of Part</b>	<b>Total Price for Part</b>

<b>Name(s) of employee for Repair</b>	<b>Number of hours for each employee.</b>	<b>Hourly Rate \$ _____</b>	<b>Total Price for Labor</b>

<b>TOTAL PRICE FOR REPAIR (Including parts and labor)</b>	<b>\$ _____</b>
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**(Note: The District reserves the right to request contractor to provide verification of parts cost.)**

**Date of Estimate:** \_\_\_\_\_

**Location of Equipment:** \_\_\_\_\_

**Type of Repair:** \_\_\_\_\_

**Vendor's Signature:** \_\_\_\_\_

<b>Maintenance Signature Approval:</b> _____
<b>Purchase Order Number:</b> _____

**(Submit this approved form to Procurement Office for Purchase Order processing.)**

**HVAC EQUIPMENT LIST**  
**BT2025.11 - Provide HVAC Mechanical Maintenance Services**

LOCATION	OF UNITS	EQUIPMENT	YEAR	DESCRIPTION
CSES	10	RTU GP'S	2006	2-40 TON UNITS & 8-4 TO 25 TON UNITS
	3	RTU SPLIT HP'S	2006	TRANE 5 TON
	29	MARVAIRS	2006	TRANE 2 TO 4 TON
	13	MINI SPLITS	2006	MINISUBISHI 1.5 TON
	17	EXHAUST FANS	2006	100 - 2000 CFM
	20	WALL HUNG HP'S	995-2010	VAIR AND BARB PORTABLES
CSMS	15	RTU GAS PACKS	2007	TRANE 2 TO 20 TONS
	3	RTACS	2007	TRANE 5 TO 20 TONS
	55	MARVAIR	2007	TRANE 2 TO 4 TONS
	14	MINI SPLITS	2007	MINISUBISHI 1.5 TONS
	4	SPLITS	2007	TRANE 1.5 TONS
MAINT.	3	SPLIT HP'S	2008	4 TON TRANE
	4	EXHAUST FANS	2008	100 TO 400 CFM
DO	53	AIR HANDLER/ VRV BOXES	2016	
	5	DAIKIN VRV RTU HP'S	2016	N, 2-14 TON, 1- 16 TON, 1- 20 TON
	3	DAIKIN REBEL RTU HP'S	2016	2-10 TON AND 1- 5 TON
	5	OUTDOOR AIR UNITS	2016	8-TON
	5	EXHAUST FANS	2016	
DO BLDG2,3	7	SPLIT HP'S	2000	TRANE 1 STORY BLDG.
	5	SPLIT HP'S	2000	TRANE 2 STORY BLDG.
FPES	16	RTU PACK HP'S	2008	E 2- 40 TON UNITS & 14 3 TO 10 TON UNITS
	29	MARVAIR	2008	2 TO 2.5 TON S
	6	SPLIT HP'S	2008	TRANE 1.5 TO 2.5 TON
	13	ERU'S	2008	ANE FRESH AIR 2 TO 5 TON
	7	MINI SPLIT'S	2008	MINISUBISHI 1.5 TON
	22	EXHAUST FANS	2008	150 TO 4000 CFM
	6	WALL HUNG HP'S	990-2010	VAIR AND BARD PORTABLES
GES	1	MULTI-STACK CHILLER	2008	TON SCROLL COMPRESSORS
	111	VAV BOXES W/ELEC HEAT	2008	ANE FAN POWERED 480 V
	14	MARVAIRS	2008	4 TON HEAT PUMPS
	2	MINI SPLITS	2008	2 TON MINISUBISHI
	42	EXHAUST FANS	2008	100-2500 CFM
	8	WALL HUNG HP'S	1990-	VAIR AND BARD PORTABLES
LOCATION	OF UNITS	EQUIPMENT	YEAR	DESCRIPTION
GMS	47	AMERICAN AIR FILTER	1993	2.5 TO 3 TON
	29	RTU HP'S	1993	LENNOX 4 TO 10 TON
	3	TRANE RTU HP'S	2011	TRANE 10 TO 15 TON
	2	MARVAIRS	2011	4 TON
	4	DUCT LESS SPLIT	2011	ITSUBISHI 1 TO 1.5 TON
	35	EXHAUST FANS	1992	100 TO 5000 CFM
GHS	75	MARVAIRS	2002	3 TO 4 TON
	63	RTU HP'S	2002	CARRIER 3 TO 15 TON
	3	SPLIT HP'S	2002	CARRIER 10 TO 15 TONS

	72	EXHAUST FANS	2002	100 TO 9500 CFM
<b>GHS Athletics</b>	2	WALL HUNG HP'S	009-2018	BARD/MARVAIR 4 TON
	3	MINI SPLITS	003-2020	1-2.5 TONS MITSUBISHI
	1	SPLIT HP	2012	GOODMAN 10 TON
<b>GHS center</b>	2	Trane RTVAV's	2013	30 ton rtu
	13	Fan powered VAV's	2013	with Electric Heat strips
	4	EXHAUST FANS	2013	
	1	DUCT LESS SPLIT	2013	MITSUBISHI
<b>LMES</b>	57	AMERICAN AIR FILTER	1999	2 TON - 3.5 TON
	42	PACK. RTU HP'S	1999	ARRIER 2 TON - 15 TON
	12	EXHAUST FANS	1999	100 TO 3500 CFM
	2	MINI SPLITS	2010	SANYO 2 TON - 2.5 TON
	9	WALL HUNG HP'S	1995-	UBISHI AND BARD PORTABLE CLASSROOMS 2-4 TON
<b>LES</b>	8	RTUS	2009	CARRIER 2 TO 30 TONS
	59	AMERICAN AIR FILTER	2010	2 TO 3 TONS
	14	SPLITS HP'S	2009	CARRIER 1 TO 2.5 TON
	4	FRESH AIR UNITS	2010	GREENHECK ERCH-20
	48	EXHAUST FANS	009-1998	CARRIER 100-4000 CFM
	4	SPLIT GAS	2006	CARRIER 2.5 TO 4 TON
<b>RCLC</b>	22	MARVAIR	2008	2.5 TO 4 TON
	2	PACK. RTU HP'S	2008	TRANE 5 TON
	5	TRANE PTAC'S	2008	TRANE 1.5 TON
	7	MINI SPLITS	2008	MITSUBISHI 2 TON
<b>RCLC GYM</b>	2	SPLIT SYSTEM HP'S	2008	RANE 4 TON to 7.5 TON
	2	WALL HUNG HP'S	2008	MARVAIR 5 TON
	14	WALL HUNG HP'S	1995-2010	TABLES MARVAIR AND BARD
<b>LHS</b>	70	MARVAIR	2005	3.5 TO 4 TON
	63	VAV BOXES	2005	POWERED ELECTRIC HEAT
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>AR/ MODEL</b>	<b>DESCRIPTION</b>
	26	PACK. RTU HP'S	994-2005	IER, TRANE , AND LENNOX 2 TON TO 10 TON
	15	PACK. GAS RTU'S	2007	IER AND TRANE 2 TO 40 TON
	11	PACK. RTU HP'S A WING	1994	YORK 2 TO 5 TON
	14	PACK. RTU HP'S B WING	1994	YORK 2 TO 5 TON
	64	EXHAUST FANS	994-2008	100 TO 10000 CFM
<b>FOOTBALL STADIUMS</b>	2	AAON HP UNITS	2007	AAON LHS STADIUM
	2	MUTI-SPLITS	2015	
	2	PTAC	2015	
<b>LHS SOFTBALL</b>	2	MINI SPLITS	2016	
<b>LHS BASEBALL</b>	3	MINI SPLITS	2015	
	2	PACKAGE HP'S	010-2011	GOODMAN 3 TON
<b>LHS GYM/LOPAC</b>	5	PACK. RTU HP'S	2006	CARRIER 2 TO 15 TON
	9	SPLIT SYSTEM HP'S	2006	CARRIER 15 TO 30 TON
	17	GAS PACKS RTU'S	2006	CARRIER 2 TO 10 TON
<b>LHS GYM/LOPAC</b>	5	MINI SPLITS	2006	UBISHI AND CARRIER 1 TO 2 TON
	15	EXHAUST FANS	2006	100 TO 750 CFM
<b>LMES</b>	57	AMERICAN AIR FILTER	1999	2 TON - 3.5 TON

	42	PACK. RTU HP'S	1999	ARRIER 2 TON - 15 TON
	12	EXHAUST FANS	1999	100 TO 6500 CFM
	2	MINI SPLITS	2010	AND MITSUBISHI 2 TON - 2.5 TON

<b>LMS</b>	9	WALL HUNG HP'S	1995-	VAIR AND BARD PORTABLE CLASSROOMS 2-4 TON
	30	AMERICAN AIR	1989	3 TON
	11	RTHP	1989	LENNOX 2 TO 20 TON
	9	PTAC	1989	ERICAN AIR FILTER 1.5 TON
	29	EXHAUST FANS	1989	100 TO 7500 CFM
	5	SPLIT	1989	CARRIER 2 TO 4 TON
	4	PTACS	1989	ERICAN AIR FILTER 1.25 TON
	28	AMERICAN AIR	1998	3 TON
	8	SPLIT	1998	CARRIER 1.5 TO 3 TON
	2	OAU'S	1998	CARRIER 20 TON SPLIT
	7	EXHAUST	1998	60 TO 4400 CFM
	3	RTU GAS PACKS	2008	TRANE 10 -15 TON
	1	PACKAGE AC	2008	TRANE 20 TON
	4	EXHAUST FANS	2008	150 TO 1050 CFM
	16	MARVAIRS	2008	2.5 TON
<b>LTC</b>	25	MARVAIR	006-2010	2.5 TO 3 TON
	4	WALL HUNG MARVAIR	2006	MARVAIR 2.5 TO 4 TON
	29	EXHAUST FANS	006-2010	150 TO 5060 CFM
	7	GAS PACKS RTU'S	006-2010	TRANE 2 TO 10 TON
	10	PACK. RTU HP'S	2010	TRANE 2 TO 10 TON
	3	MINI SPLITS	2010	MITSUBISHI 1 TON
	5	SPLIT SYSTEM HP'S	2010	TRANE 2 TO 4 TON
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>AR/ MODEL</b>	<b>DESCRIPTION</b>
<b>MES</b>	4	WALL HUNG HP'S	2010	MARVAIR 3 TON
	4	AAF UNITS	1995	
	44	MARVAIR SCHOLAR	2017	3 TON HP'S
	24	PACK. RTU HP'S	2017	TRANE 2 TON - 15 TON
	14	EXHAUST FANS	1995	
<b>NPES</b>	2	MINI SPLITS	2010	SANYO 2 TON - 2.5 TON
	5	WALL HUNG HP'S	995-2008	ABLE CLASSROOMS 2-4 TON
	3	PACKAGE HP'S	2008	CARRIER 7.5 TON
	10	RTU GAS PACKS	2008	CARRIER 4 TO 7.5 TON
	6	MINI SPLITS	2008	MITSUBISHI 1 TON
	29	MARVAIR	2008	2.5 TO 4 TON
<b>OGES</b>	24	EXHAUST FANS	2008	80 TO 5000 CFM
	40	RTU HP'S AND ELEC HEAT	003-2006	TRANE 2 TO 15 TON
	3	SPLIT UNIT HP'S	2006	TRANE 2 TO 4 TON
	7	MINI SPLITS	2006	MITSUBISHI 1 TON
	10	RTU HP'S	2017	TRANE 2 TO 7.5 TON
	41	EXHAUST FANS	2003	200 TO 5000 CFM
<b>PES</b>	6	WALL HUNG	1990-	VAIR AND BARD PORTABLES
	1	TRANE CHILLER	2002	80 TON TRANE CHILLER
	47	MARVAIR	2008	2 TO 4 TON

	6	AHU'S	2008	ORK 3.650 TO 17200 CFM
	21	EXHAUST FANS	2008	75 TO 5000 CFM
	7	PACK HP'S	2008	IER AND YORK 2 TO 10 TON
	101	VAV'S	2008	LEL FAN POWERED ELECTRIC HEAT
<b>PMS</b>	26	MARVAIRS	2006	2.5 TO 4 TON

	22	AMERICAN AIR FILTER	1998	2.5 TO 4 TON
	2	GYM HP'S	2006	15 TON
	8	PACKAGE HP'S	1998	2 TO 7.5 CARRIER
	5	SPLIT HP'S	998-2007	TO 20 TON CARRIER AND LENNOX
	1	WALL HUNG HP	2005	3.5 TON MARVAIR
CAFÉ	4	10 TON SPLIT	2017	CARRIER
KITCHEN	1	20 TON SPLIT	2017	CARRIER
CHORUS AND BAND	2	10 TON SPLIT	2017	CARRIER
MEDIA CENTER	1	20 RTUHP	2017	CARRIER
	1	WALL HUNG HP	2012	2 TON MARVAIR
<b>PHS</b>	53	MARVAIRS	2001	2 TO 4 TON
	1	PTAC	2001	CARRIER 1.5 TON
	2	SPLIT HP'S	2001	CARRIER 10 TO 15 TON
AG/MED.	70	VENT FANS	2001	80 TO 3250 CFM
	56	RTU'S HP	2001	CARRIER 2 TO 20 TON
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>
	8	RTU'S HP	2010	TRANE 4 TO 15 TON
	7	VENT FANS	2010	120 TO 2300 CFM
<b>PHES</b>	6	RTHPS	2006	CARRIER 7.5 TO 10 TON
	11	RTU GAS PACKS	2006	CARRIER 7.5 TO 40 TON
	29	MARVAIR	2006	CARRIER 2.5 TO 4 TON
	17	EXHAUST FANS	2006	ARRIER 200 TO 4000 CFM
	12	MINI SPLITS	2006	MINI SPLIT 1 TON
	24	WALL HUNG HP'S	992-2010	VAIR AND BARD PORTABLES
<b>PHMS</b>	15	RTU GAS PACKS.	2006	CARRIER 2 TO 20 TON
	55	MARVAIR	2006	CARRIER 2 TO 3.5 TON
	6	SPLIT HP'S	2006	CARRIER 1.5 TON
	10	MINI SPLITS	2006	MINI SPLIT 1 TON
	29	VAV'S	2006	POWERED W/ ELEC HEAT
	41	EXHAUST FANS	2006	100-5000 CFM
<b>RBES</b>	10	WALL HUNG HP'S	995-2011	VAIR AND BARD PORTABLES
	103	VAV'S	2007	OWERED W/ ELECTRIC HEAT
	6	AHU'S/ w vfd's	2007	MCQUAY
	1	200TON CARRIER CHILLER	2007	R-22
	4	SPLIT HP'S	2007	YORK 4 -10 TONS
	2	MINI SPLITS	2007	MINI SPLIT 24,000 BTU
	15	EXHAUST FANS	2007	100-4000 CFM
	13	WALL HUNG HP'S	992-2007	VAIR AND BARD 2-3 TON

	6	AMERICAN AIR FILTER	1985	3 TON
<b>SGES</b>	6	SPLIT HP'S	1985	CARRIER 2-4 TON
	12	PACK RTU HP'S	2009	TRANE 3- 20 TON
	10	PTACS	2009	TRANE 24000 BTU
	53	MARVAIR	2009	3-4 TON HPS
	6	MINI SPLIT	2009	MINI SPLIT 24,000 BTU
<b>TRANS.LEX.</b>	6	SPLIT HPS	2023	TRANE HPS 3-5 TON
	3	MINI SPLIT	2023	MINI SPLIT 1-3 TON
<b>GILBERT</b>	1	PACK. HP	2012	TRANE 3.5 TON

<b>PELION</b>	1	PACK HP	2013	TRANE 3.5 TON
<b>WKES</b>	54	MARVAIRS	2009	3-4 TON
	12	PACK HP'S	2009	TRANE 3-15 TON
	7	MINI SPLITS	2009	MINI SPLIT 1 TON
	10	PTACS	2009	TRANE 1.5 TON
	27	EXHAUST FANS	2009	100 TO 3000 CFM
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>
<b>WKMS</b>	8	WALL HUNG	994-2009	AIR PORTABLES 2 TO 2.5 TON
	69	AMERICAN AIR FILTER	1991	1.25 TON - 2.5 TON
	34	TRANE RTUS	011-2012	E 2 TON - 20 TON GAS PACKS AND HP'S
<b>WKHS</b>	22	EXHAUST FANS	1991	100 TO 5000 CFM
	129	MARVAIRS	2000	2 TO 4 TON
	44	RTU PACK. HP'S	2000	CARRIER 2 TO 15 TON
	11	SPLIT HP'S	2000	CARRIER 2 TO 20 TON
	137	EXHAUST FANS	2000	100 TO 4000 CFM
	27	VAV'S	2000	POWERED SERIES W/ ELEC. HEAT
	5	RTU GAS PACKS	2000	CARRIER 15-20 TON
	4	PTAC'S	2000	CARRIER 1 TO 1.5 TON
<b>WKHS ATHLETICS</b>	1	SPLIT HP	1999	CARRIER 2.5 TON
	1	SPLIT HP	2017	LENNOX 2 TON
	1	PACKAGE HP	2006	TRANE 2.5 TON
<b>WKHS SCIENCE</b>	9	RTU HP'S	2010	TRANE 3 TO 10 TON
	8	VAV'S	2010	POWERED SERIES W/ ELEC. HEAT
	7	MINI SPLITS	2010	MINI SPLIT 1.5 TO 2 TON
	1	SPLIT HP'S	2010	TRANE 1.5 TON
	14	EXHAUST FANS	2010	100 TO 1500 CFM
	1	MARVAIR	2010	4 TON
	15	WALL HUNG HP'S	990-2011	WALL HUNG AND BARD PORTABLES
<b>RCES</b>	3	OUTDOOR AIR PACK.	2010	TRANE 10 TON
	6	AIR HANDLING DX	2010	IER 9500 TO 27000 CFM W/ ELECTROSTATIC FILTERS AND VFD'S
	5	SPLIT COOLING DX UNITS	2010	CARRIER 40 TO 80 TONS
	2	SPLIT HP COND. UNIT	2010	CARRIER 30 TON
	2	PACKAGE HP'S	2010	CARRIER 5 TO 15 TON
	5	MINI SPLITS	2010	MINI SPLIT 1.5 TON
<b>MGES</b>	57	VAV'S	2010	IER FAN POWERED PARALLEL W/ ELEC HEAT

	29	EXHAUST FANS	2010	75- 6800 CFM
	6	AIR HANDLING DX	2010	NE 9500 TO 27000 CFM W/ ELECTROSTATIC FILTERS AND VFD'S
	5	SPLIT COOLING DX UNITS	2010	TRANE 40 TO 80 TONS
	2	SPLIT HP COND. UNIT	2010	TRANE 30 TON
	2	PACKAGE HP'S	2010	TRANE 5 TO 15 TON
	5	MINI SPLITS	2010	MINISUBISHI 1.5 TON
	57	VAV'S	2010	FAN POWERED PARALLEL W/ ELEC HEAT
	29	EXHAUST FANS	2010	75- 6800 CFM
<b>MGMS</b>	3	AIR COOLED CHILLERS	2012	120 TON
	4	LOCHINVAR BOILERS	2012	87%

	4	1HP BOILER CIR PUMPS	2012	
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>
<b>MGMS (cont'd)</b>	6	25HP CHILLER PUMPS	2012	
	2	75HP CHILLER PUMPS	2012	
	2	60HP BOILER PUMP	2012	
	16	TRANE AHU'S	2012	0HP,4,5,7,9,10,15,16 10HP, 6 20HP, 8 15HP, 11, 14 5 HP, 12 7.5 HP, AND 13 15HP
	10	DUCTLESS SPLITS	2012	2 to 1.5 hp
	5	HEAT PUMPS	2012	
	10	COOLING		
	33	VENT FANS	2012	100-1100 CFM
	1	KITCHEN HOOD	2012	8HP
<b>RBHS</b>	4	MINISUBISHI HP	2013	2 TON
	15	MINISUBISHI HP	2013	1.5 TON
	23	TRANE AIR HANDLERS	2013	5-40 TON
	6	TRANE AIR COOLED CHILLERS	2013	150 TON
	8	BOILERS	2013	87% EFF
	10	40 HP CHILLER PUMP	2013	
	4	75 HP CHILLER PUMP	2013	
	4	60 HP BOILER PUMP	2013	
	8	1 HP BOILER CIR PUMP	2013	
	10	CALMAC ICE STORAGE TANKS	2013	
	96	VENT FANS	2013	
	318	POWERED VAV'S WITH HW COILS	2013	
<b>DFES</b>	57	VAV'S	2014	IER FAN POWERED PARALLEL W/ ELEC HEAT
	29	EXHAUST FANS	2014	75- 6800 CFM
	6	AIR HANDLING DX	2014	NE 9500 TO 27000 CFM W/ ELECTROSTATIC FILTERS AND VFD'S
	5	SPLIT COOLING DX UNITS	2014	TRANE 40 TO 80 TONS
	2	SPLIT HP COND. UNIT	2014	TRANE 30 TON
	2	PACKAGE HP'S	2014	TRANE 5 TO 15 TON
<b>OPERATIONS</b>	12	PACKAGE HP'S	2015	TRANE
	6	EXHAUST FANS	2015	
	1	SERVER ROOM CHILLER	2015	NOT ON HVAC CONTRACT
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>

<b>BMS</b>	2	Chillers	2019	225 Ton
	3	Wall Heaters	2019	4 KW Each
	24	Exhaust Fans	2019	
	10	Vent Fans	2019	2 Ton Split Ducktless System
	14	Air Handler Units	2019	
	10	Mini Split Ductless Units	2019	
	110	VAV Boxes	2019	
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>
<b>(New) PMS</b>	2	Chillers	2019	225 Ton
	3	Wall Heaters	2019	4 KW Each
	24	Exhaust Fans	2019	
	10	Vent Fans	2019	2 Ton Split Ducktless System
	14	Air Handler Units	2019	
	10	Mini Split Ductless Units	2019	
	110	VAV Boxes	2019	
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>
<b>CES</b>	6	Tran Split System	2019	Split system for classroom wings
	7	Daikin Mini Split	2019	Mini Split unit for IDF and MDF rooms
	3	Markell	2019	Ceiling Heaters
	3	Trane Rooftop	2019	Packaged Rooftop units
	96	Trane VAV	2019	Vav boxes for classroom and office
	1	Greenheck	2019	Cafeteria
	11	Ductheater	2019	Duct heater
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>
<b>LSMS</b>	2	Chillers	20219	225 Ton
	3	Wall Heaters	2021	4 KW Each
	24	Exhaust Fans	2021	
	10	Vent Fans	2021	2 Ton Split Ducktless System
	14	Air Handler Units	2021	
	10	Mini Split Ductless Units	2021	
	111	VAV Boxes	2021	
<b>LOCATION</b>	<b>OF UNITS</b>	<b>EQUIPMENT</b>	<b>YEAR</b>	<b>DESCRIPTION</b>
<b>SLES</b>	6	Trane Split System	2024	Split system for classroom wings
	7	Mini Split	2024	Mini Split unit for IDF and MDF rooms
	3	Markell	2024	Ceiling Heaters
	3	Trane Rooftop	2024	Packaged Rooftop units
	96	Trane VAV	2024	Vav boxes for classroom and office
	29	Exhaust	2024	75-6800CFM

**Mandatory Site Visit Verification Sign-In Sheet**

**BT2025.11 – HVAC Mechanical Maintenance Services**

**LEXINGTON COUNTY SCHOOL DISTRICT ONE**

<b>School/Location</b>	<b>Date of Site Visit</b>	<b>Site's Verification Signature</b>
Carolina Springs Elementary 6340 Platt Springs Road Lexington, SC 29073		
Carolina Springs Middle 6180 Platt Springs Road Lexington, SC 29073		
Central Services/Annex 111 Tarrar Springs Road Lexington, SC 29072		
Central Services 100 Tarrar Springs Road Lexington, SC 29072		
Deerfield Elementary 638 Longs Pond Road Lexington, SC 29073		
Forts Pond Elementary 7350 Fish Hatchery Road Pelion SC 29123		
Gilbert High 765 Main Street Gilbert, SC 29054		
Gilbert Middle 120 Rikard Circle Gilbert, SC 29054		
Gilbert Elementary 520 Main Street Gilbert, SC 29054		
ITV Building 944 Pisgah Church Road Lexington, SC 29072		
Lake Murray Elementary 205 Wise Ferry Road Lexington, SC 29072		
Lexington Elementary 116 Azalea Drive Lexington, SC 29072		
Lexington High 2463 Augusta Highway Lexington, SC 29072		

N. Lake Community Center 702 North Lake Drive Lexington, SC 29072		
Lexington Technology Center 2421 Augusta Highway Lexington, SC 29072		
Maintenance 946 Pisgah Church Road Lexington, SC 29072		
Midway Elementary 180 Midway Road Lexington, SC 29072		
Meadow Glen Elementary 510 Ginny Lane Lexington, SC 29072		
Meadow Glen Middle 440 Ginny Lane Lexington, SC 29072		
New Providence Elementary 1118 Old Cherokee Road Lexington, SC 29072		
Oak Grove Elementary 479 Oak Drive Lexington, SC 29072		
Operations Center 948 Pisgah Church Road Lexington, SC 29072		
Pelion Elementary 1202 Pine Street Pelion, SC 29123		
Pelion High 600 Lydia Drive Pelion, SC 29123		
(OLD) Pelion Middle 758 Magnolia Street Pelion, SC 29123		
Pleasant Hill Elementary 664 Rawl Road Lexington, SC 29072		
47Pleasant Hill Middle 660 Rawl Road Lexington, SC 29072		
Red Bank Elementary 246 Community Drive Lexington, SC 29072		

River Bluff High School 320 Corley Mill Road Lexington, SC 29072		
Rocky Creek Elementary 430 Calks Ferry Road Lexington, SC 29072		
Rosenwald 420 Hendrix Street Lexington, SC 29072		
Saxe Gotha Elementary 100 Bill Williamson Court Lexington, SC 29073		
Transportation 1674 Two Notch Rd, Lexington, SC 29073		
Transportation – Gilbert 4240 Two Notch Road Gilbert, SC 29054		
Transportation – Pelion 512 Main Street Pelion, SC 29123		
White Knoll Elementary 132 White Knoll Way West Columbia, SC 29170		
White Knoll High 5643 Platt Springs Road Lexington, SC 29073		
White Knoll Middle 116 White Knoll Way West Columbia, SC 29170		
Beechwood Middle School 1340 Highway #378 Lexington, SC 29072		
(New) Pelion Middle School 325 Main Street Pelion, SC 29123		
Centerville Elementary School 4147 Augusta Hwy Gilbert, SC 29054		
Lakeside Middle School 455 Old Cherokee Road Lexington, SC 29072		
South Lake Elementary 274 Bluefield Road Lexington, SC 29073		

**In order to be deemed responsive to this solicitation, your response must include this form with signatures from each location verifying your attendance to the mandatory site visit.**

Contractor's Name \_\_\_\_\_ . Authorized Signature \_\_\_\_\_