DARLINGTON COUNTY SCHOOL DISTRICT

Solicitation: FAC2425-12
Issue Date: June 5, 2025
Buyer: Criselda Mendoza-Landa
Phone : (843) 398-2272
Email: Criselda.mendozaland@darlington.k12.sc.us

Invitation For Bid

DESCRIPTION: Black Creek Elementary - Floor Scrubber

QUESTIONS MUST BE RECEIVED BY: June 12, 2025 @ 11:00 am (see page 4)

SUBMIT OFFER BY (Opening Date/Time): June 17, 2025 @ 10:00 am "Submission Of Offer"

NUMBER OF COPIES TO BE SUBMITTED: 1

Acknowledgment of Amendments offerors acknowledges receipt of amendments by indicating amendment number , date of issue and Initials of Offeror.	**Amendment Number**	**Amendment Number**	**Amendment Number**	**Amendment Number**
Date of Amendment				
Initials of Offeror				

AWARD & AMENDMENTS	It is anticipated that a "Notice of Intent to Award" or "Contract Award" will be posted in the Darlington County School District Office, 120 East Smith Avenue, Darlington, SC, sent to all Bidders and posted on the District's website at www.dcsdschools.org click "Departments" click "Business Office" click "Procurement" click "Solicitation Awards" click "2024-25 Solicitation Awards" within thirty (30) days following the bid opening date and time. Any resulting contract from this solicitation will incorporate the terms, conditions, provisions, specifications and/or scope of work described herein except as may be amended by any amendment, "Notice of Intent to Award," or "Contract Award." This solicitation and any amendments will also be posted on the District's website.

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 forty-five (45) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship SSN---------- _____ □ Corporation Federal ID # _____ □ S. C. Minority Vendor Minority Vendor # _____ □ Other _____ (See provision entitled "Signing Your Offer".)
AUTHORIZED SIGNATURE (Offeror named Person signing must be authorized to submit binding offer to enter contract on behalf of above.)	
AUTHORIZED PERSON'S NAME PRINTED	
TITLE (Business title of person signing above) / DATE	CITY / STATE

MAILING ADDRESS	CITY	STATE	ZIP
STREET ADDRESS	CITY	STATE	ZIP
E-MAIL	TELEPHONE	FAX	

Solicitation Outline

I. Scope of Solicitation
II. Instructions to Offerors
    A. General Instructions
    B. Special Instructions
III. Scope of Work / Specifications
    May be blank if Bidding Schedule / Cost Proposal attached
IV. Information for Offerors to Submit
V. Qualifications
VI. Award Criteria
VII. Terms and Conditions
    A. General
    B. Special
VIII. Bidding Schedule

I. SCOPE OF SOLICITATION – It is the intent of the Darlington County School District to solicit bids for the purchase of (1) New Tennant Rider Floor Scrubber, and (1) New Tennant Rider Floor Burnisher.

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: www.dcsdschools.org Click Departments, Click Business Office, Click Procurement, Click Solicitations, Click 2024-25 Solicitations, (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

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

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

PROCUREMENT OFFICER AS PROCUREMENT AGENT (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer or designee. Unless specifically delegated in writing, the Procurement Officer is the only official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Darlington County School District acting on behalf of Darlington County School District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Darlington County School District. The Procurement Officer is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the procurement officer of Darlington County School District 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 purchasing office for Darlington County School prior to the bid opening.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

(1) AMENDMENT - means a document issued to supplement the original solicitation document.
(2) BOARD - means the Darlington County School District Board of Education.
(3) BUYER - means the Procurement Officer.
(4) CHIEF PROCUREMENT OFFICER – means the Director of Purchasing or designee.
(5) 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.
(6) DISTRICT – means Darlington County School District.
(7) OFFER - means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
(8) 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."
(9) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
(10) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
(11) SUCCESSFUL BIDDER - The Bidder chosen by the District for award of a contract. (Also known as the "Contractor" upon commencement of the contract)
(12) SUBCONTRACTOR - means an individual or entity having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
(13) YOU and YOUR - means Offeror.
(14) 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.
(15) CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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.

TAXES OMIT FROM PRICE Do not include any taxes in your price that Darlington County School District may be required to pay.

PROTESTS Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Chief Procurement Officer, 120 East Smith Avenue, Darlington, SC 29532 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

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. Prices will not be divulged at this time.

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. 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) Darlington County School 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.

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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(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 Darlington County School 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) Unbalanced Bidding. Darlington County School District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to Darlington County School 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 By submitting an Offer, You agree not to discuss this procurement activity in any way with any Darlington County School District employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCUSSION WITH RESPONSIVE OFFERORS Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid. All offerors, whose proposals, in Darlington County School District's sole judgment, needing clarification shall be accorded such an opportunity.

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 contend 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 Darlington County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that 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 (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper for clear identification when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

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.

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

WITHDRAWL 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.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, ore receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information –Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids. Section 8-13-1150.

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.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

IRAN DIVESTMENT ACT By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

SORT By submission of this bid, the bidder is signing on behalf of himself and any workers employed, that they are in compliance with all of the State SORT laws, South Carolina Code of Laws 23-3-535.

B. SPECIAL INSTRUCTIONS

Questions Relating to this Invitation For Bid
Questions for the purpose of clarifying any part of this IFB must be in writing and can be delivered, or e-mailed to: Criselda Mendoza-Landa, Darlington County School District, Procurement Specialist, 120 Smith Avenue Darlington, SC 29532.

Pre-bid Meeting N/A

E-mail: Criselda.mendozaland@darlington.k12.sc.us The solicitation number and name must be clearly noted on all correspondence. For correspondence via e-mail, put it in the 'Subject" field.

Questions for the purpose of clarifying any part of this IFB will be responded to and will be posted at the following web address: www.dcsdschools.org Click Departments, click Business Office, click Procurement, Click Solicitations, Click 2024-25 Solicitations.

Bid Submittal

The District shall receive all bids no later than the date and time specified on the cover page. The District will accept bids via email if you choose to do so. When they are received, they will be printed and put in an envelope and sealed for specified bid opening time. It will be the bidder's responsibility to check with the Procurement Officer to make sure the bid was received before the opening date/time. The District will not accept any responsibility for bids that were not received or followed up on in a timely manner.

Faxed bids are not acceptable.

Required: (if mailed)
Clearly mark the outside of the sealed envelope, box, or package containing the bid <u>and</u> the FEDEX or UPS package with the solicitation # and solicitation description found on the cover page.

Hand delivery/Mail/ Courier service to:
Criselda Mendoza-Landa
Darlington County School District
Procurement Office
120 East Smith Avenue
Darlington, SC 29532

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Bidder's chosen means of proposal delivery. **Bidder failure to meet the proposal due date and time shall result in rejection of the bid.**

III. Scope of Work

It is the intent of the Darlington County School District to solicit bids for the purchase of (1) New Tennant Rider Floor Scrubber, and (1) New Tennant Rider Floor Burnishers in its original packaging. No alternate product may be submitted. To be delivered to Black Creek Elementary located at 2251 Leavensworth Road Darlington, SC 29540. **Total cost must include all Machine, brush, charger, battery equipment and delivery.**

Attach a copy of quote.

Specifications

1 – New Tennant Ride Scrubber
Model Number: T7
26" Scrub Path
With AGM Batteries
With ECH2O
With on Board Charger
Supervisor Lock Out Controls

1 – New Tennant Ride Burnisher
Model Number: B10
27" Burnish Path
With AGM Batteries
With Active Dust Control (HEPA)
With On Board Charger
Supervisor Lock Out Controls

IV. INFORMATION FOR OFFERORS TO SUBMIT

1. Offeror is to provide Signature Sheet (Page 1)
2. Bidding Schedule (Pages 13)
3. Vendor Application Form (Page 12)
4. All bids should be complete and should convey all of the information requested by the District. If significant errors are found in the Offeror's bid, or if the bid fails to conform to the essential requirements of the IFB, the District and the District alone, will be the judge as to whether the variance is significant enough to reject the bid. Bids which included either modifications to any of the contractual requirements of the IFB or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.
5. Certificate of Insurance with DSCD named as Certificate holder (Must be provided if awarded bid).

Failure to provide all requested information will be reason for rejection of bid.

V. QUALIFICATIONS

Offeror must, upon request of the District, furnish satisfactory evidence of its ability to furnish the goods or services requested in accordance with the terms and conditions set forth in this bid. The District reserves the right to make the final determination as to the Offeror's ability to provide the goods/services requested herein. A SC General or Mechanical Contractors license is required for anyone performing commercial construction over 5,000 in the regulated classifications listed in Title 40, Chapter 11, Section 40-11-410. Commercial contractors will be required to include their SC License # on the bidding schedule. (If applicable)

VI. AWARD CRITERIA

Award will be made to the lowest responsive and responsible bidder.

The District reserves the right to accept the bid that is in the best interest of the District.

VII. Terms and Conditions

A. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Darlington County School District.

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Criselda Mendoza-Landa, Procurement Specialist, 120 East Smith Avenue, Darlington, South Carolina 29532.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

I**NDEMNIFICATION**: Darlington County School District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the District shall be processed in accordance with Darlington County School District Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this IFB. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the

Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Darlington 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 determination as to the Offeror's ability to provide the goods/services requested herein. A SC General or Mechanical Contractors license is required for anyone performing commercial construction over 5,000 in the regulated classifications listed in Title 40, Chapter 11, Section 40-11-410. Commercial contractors will be required to include their SC License # on the bidding schedule. (If applicable)

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IX. Terms and Conditions

A. General

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FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

I**NDEMNIFICATION**: Darlington County School District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the District shall be processed in accordance with Darlington County School District Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this IFB. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of

Common Pleas for, or a federal court located in, Darlington 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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTING: If any part of the work covered by this IFB is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor.

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

Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in the bid shall apply.

Default: In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

B. Special

CHANGES: Any changes, additions, or deletions must first be authorized by the Darlington County School District Procurement Department.

INSPECTION RIGHTS:

Darlington County School District reserves the right to inspect and approve the services/equipment offered under the specifications of this solicitation.

INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Purchasing Department of Darlington County School District**.**

WARRANTY:

The contractor warrants to Darlington County School District that all services performed as a result of this bid and specifications will be performed in a professional manner consistent with industry practices.

FEES, LICENSES, PERMITS AND RESPONSIBILITIES:

The contractor, at his own expense, is responsible for obtaining any necessary licenses, fees, or permits and for complying with all applicable Federal, State, and local laws and regulations in connection with the performance of this service. Contractor shall be responsible for all damages to persons or property that occurs as a result of his or employees' fault or negligence. Contractor should complete project within thirty (30) days of the award being issued by the District.

DEBARMENT/SUSPENSION:

By submission of a response to this solicitation, bidders are certifying that they are not debarred or suspended from doing business with any other School District.

Darlington County School District reserves the right:

- to award bids based on individual items, group items, or the entire list of items;
- to reject any or all bids, or any part thereof;
- to waive any informality in bids;
- to accept the bid that is most advantageous to the District.

Additional Bid & Contract Conditions

REQUIRED INSURANCE LIMITS:

Automobile Liability to include all vehicles owned, leased, used by the Contractor and written on an occurrence basis with the same insurer that covers the commercial general liability.

Bodily injury minimum limit of $500,000
Property damage minimum limit of $50,000
With the District named as an additional insured.

Commercial General Liability written as a combined single limit for bodily injury and property damage and written on a per occurrence basis with the same insurer that covers the automobile liability.

Bodily injury and property damage combined minimum limit of $500,000 with general aggregate of $1,000,000 with the aggregate limit applying in total to this contract only.
Products and completed operations minimum limit of $300,000 maintained for up to two (2) additional years following final completion or termination of the contract.
Personal and advertising injury minimum limit of $300,000
Contractual liability minimum limit of $300,000
With the District named as an additional insured.

Worker's Compensation as required by law and including disease benefit.

DARLINGTON COUNTY SCHOOL DISTRICT

VENDOR APPLICATION FORM

Procurement Office Use Only
Vendor ID # Initials

BUSINESS FULL LEGAL NAME & ADDRESS:	REMITTANCE ADDRESS (IF DIFFERENT):
PHONE: FAX:	PHONE: FAX:
WATTS: CELL:	WATTS: CELL:
+ WEBSITE ADDRESS:	

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER I PRES! DENT:	PHONE:	FAX:
+ EMAIL ADDRESS FOR OWNER/ PRESIDENT:		
PARTNER 1:	PHONE:	FAX:
PARTNER 2:	PHONE:	FAX:
VICE-PRESIDENT:	PHONE:	FAX:
TREASURER:	PHONE:	FAX:
DISTRICT MANAGER:	PHONE:	FAX:
SALES REPRESENTATIVE:	PHONE:	FAX:
+ EMAIL ADDRESS FOR MAIN SALES CONTACT:		

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: (Check all that apply)

- ☐ **Individual**
- ☐ **Partnership (not Inc.)**
- ☐ **Small Business**
- ☐ **Construction (not Inc.)**
- ☐ **Medical Services**
- ☐ **Attorney**
- ☐ **Service Provider**
- ☐ **Sales & Service**
- ☐ **Research & Dev.**
- ☐ **Corporation (Inc.)**
- ☐ **Partnership (LLP)**
- ☐ **Manufacturer**
- ☐ **Construction (Inc.)**
- ☐ **Governmental**
- ☐ **Distributor / Dealer**
- ☐ **Wholesaler/ Retailer**
- ☐ **Sales (only)**
- ☐ **Other**

Are you subject to IRS 1099 reporting for income tax purposes?

☐ **Yes** ☐ **No** ☐ **I don't know**

STATUS: ☐ **Minority Owned•** **D Woman Owned•**

• Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

INFORMATION ABOUT PRODUCTS/ SERVICES:

(Find "best fit"" category(ies). Check all that apply.)

- ☐ Books & Similar Materials
- ☐ Computer Hdw / Software
- ☐ Construction (Specify Below)
  - ☐ Electrical
  - ☐ Masonry
  - ☐ Mechanical/ HVAC
  - ☐ Painting
  - ☐ Plumbing
  - ☐ Roofing
  - ☐ Other (specify)
- ☐ Equipment
- ☐ Food Products
- ☐ Furniture
- ☐ Other (specify)
- ☐ Landscaping / Lawn Maint.
- ☐ Printing
- ☐ Rentals (specify)
- ☐ Repairs (specify)
- ☐ Services (specify)
- ☐ Supplies (specify)
- ☐ Telecommunications
- ☐ Vehicles/ Trucks

IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and $50 penalty.- This serves as a substitute Federal W-9."

For individuals, enter social security number **(SSN):**	
For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):	
For partnerships, corporations or others, enter FEIN:	
For verification of sales tax collection authority, enter State of SC Sales Tax License Number:	
For certified minority/disadvantaged businesses, enter State of SC Certification Number:	

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result offailure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Darlington County School District.

Authorized Signatory **Print Name & Title** **Date Completed**

BIDDING SCHEDULE
FAC2425-12 Black Creek Elementary - Floor Scrubber

Total bid $_____

Attach a copy of quote

SIGNATURE

_____ _____
(Legal Name of Person, Firm or Corporation Submitting Bid) *(Phone Number)*

_____ _____
(Mailing Address for the above) *(Email Address)*

_____ _____
(Printed Name of Person Authorized to bid) *(Title)*

_____ _____
(Signature of Person Authorized to bid) *(Date)*