| | | | |
|---|---|---|---|
| RICHLAND ONE<br>ENGAGE • EDUCATE • EMPOWER | **Richland County School District One**<br><br>**Request for Proposal**<br><br>**Amendment No. 1** | **Solicitation Number**<br>**Date Issued**<br>**Procurement Officer**<br>**Phone**<br>**E-mail Address** | **ITB 2026-001**<br>**July 16, 2025**<br>**Carolyn Hodges**<br>**803-231-7052**<br>Carolyn.hodges@richlandone.org |

DESCRIPTION: **"R1 TV Studio Renovations"**

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

| SCHEDULE OF EVENTS | DATE AND TIME |
|---|---|
| **QUESTIONS MUST BE RECEIVED BY:** | **July 16, 2025 @ 10:00 am EST** |
| **DEADLINE FOR BID**: | **July 22, 2025 @ 3 PM EST** |

**Offer must be submitted in a sealed package. The Solicitation Number, Company Name, and Opening Date must appear on the package.**

## Offeror shall provide One (1) Original

**SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:**

**Attn: Carolyn Hodges**
**Procurement Services**
**201 Park Street, Room 209**
**Columbia, S.C. 29201**

**AWARD& AMENDMENTS** This solicitation, any amendments and award, will be posted at the following web address: https://www.richlandone.org/Page/306\

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

| | |
|---|---|
| **NAME OF OFFEROR** (Full legal name of business submitting the offer) | **OFFEROR'S TYPE OF ENTITY:**<br>(Check one)<br>☐ Small<br>☐ Women<br>☐ Minority<br>☐ Other _____ |
| **AUTHORIZED SIGNATURE**<br>(Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above) | (See provision entitled "Signing Your Offer") |
| **TITLE** (Business Title of person signing above) | |
| **PRINTED NAME** (Printed name of person signing above) | |

Instructions regarding Offeror's Name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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 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 Offeror is a corporation, identify the state of Incorporation.)

**TAXPAYER IDENTIFICATION NO.** (See "Taxpayer Identification Number" provision)



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

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

| PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) | ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses) |
|---|---|
| ☐ Payment Address same as Home Office Address<br>☐ Payment Address same as Notice Address (check only one) | ☐ Order Address same as Home Office Address<br>☐ Order Address same as Notice Address (check only one) |

**ACKNOWLEDGEMENT OF AMENDMENTS**

| ACKNOWLEDGMENT OF AMENDMENTS | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---|---|---|---|---|---|---|---|---|
| Offeror acknowledges receipt of amendment(s) by number and its date of issue.<br>See "Amendments to Solicitation" Provision | | | | | | | | |
| | | | | | | | | |

| DISCOUNT FOR PROMPT PAYMENT<br>See "Discount for Prompt Payment" clause | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____Calendar Days (%) |
|---|---|---|---|---|
| | | | | |

PAGE TWO (Revision 2, March 2008) ****End of Page Two****

## NOTICE

## Please see attached addendum from JCS regarding updates to the bidding documents.

## ADDENDUM # 01

RCSD #1 TV STUDIO RENOVATION
Richland County School District 1
JCS PROJECT NO: 24022
**July 10, 2025**

*This addendum modifies the Contract Documents only in the manner and to the extent stated herein and shown on any accompanying drawings and will become a part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.*

**GENERAL:**

1. A Prebid Conference was held on Tuesday, July 8, 2025 at 1:00 PM at the RCSD1 TV studio in the Waverly Administration Building.
2. See attached sign in sheet for those attending the meeting.
3. Introductions were given for the RCSD1 representative in the meeting. Carolyn Hodges, Procurement and Ryan Jordan, Project Manager
4. The architects were introduced. Lori Long and Cory Yingling
5. Lori Long/JCS review general scope of the project.
6. Everyone was allowed to walk the existing studio, adjacent storage room and the exterior loading area.
7. Staging area and access to the studio during construction was discussed that it would be via the parking area and loading dock area only.
8. Electrical Panel on loading dock was pointed out.
9. Allowance indicated in the specification for the TV Set components was discussed. It was explained that the vendor for this scope of work is required due to the fact that several existing components being refurbished and reused in the final design mandates the vendor.
10. Any questions must be received by JCS by Jully 16, 2025 3:00 pm
11. Bids will be received and read July 22, 2025 3:00 pm at Central Services Facility, 201 Park Street, Columbia SC 29201.
12. No questions were asked from those attending the meeting.
13. Meeting was adjourned around 1:45.

**SPECIFICATIONS:**

*Note: Replace the following specification sections or paragraphs with the updated specification sections or paragraphs included in this addendum or add new specifications sections or paragraphs included in this addendum.*

| SECTION | SECTION TITLE | DESCRIPTION |
|---|---|---|
| none | | |

**DRAWINGS:**

*Note: Replace the following sheets with the updated sheets included in this addendum or add new sheets included in this addendum.*

| SHEET NUMBER/DETAIL | SHEET NAME | DESCRIPTION |
|---|---|---|
| none | | |

**SUBSTITUTION REQUESTS:**

*Note: Manufacturers listed below as "APPROVED" shall meet ALL requirements of the written specification.*

| SECTION | SECTION TITLE | MANUFACTURER | DISPOSITION |
|---|---|---|---|
| **none** | | | |

**END OF Addendum #1**

| PRE-BID SIGN IN SHEET |
|---|
| RICHLAND ONE TV – MEDIA SERVICES STUDIO RENOVATION RICHLAND COUNTY SCHOOL DISTRICT ONE |
| Project No: 24022 |
| July 8, 2025 |

| NAME | COMPANY | EMAIL |
|---|---|---|
| Drew Jefferies | SD Clifton Construction | drew@sdclifton.com |
| Charlie Bruce | Kirk Commercial | charlie@kirkcommercial.com |
| Mark Fasser | Heartland Contracting | mfasser@heartlandnc.com |
| Raymond Tennant | JF Contractors | rtennant@jfcontractors.com |
| Dalton Quesinberry | Hayco Construction | daltonq@haycoconstruction.com |
| Larry A. Carraway | Carraway Construction | larrycarraway@yahoo.com |
| Mike Dellinger | Ace of Trades | Mike.turnkeymetal@gmail.com |
| Kayla Arave | Carolina Gold Construction | Kayla@GoCarolinaGold.com |
| Carl Pellington | First Class Construction | cpellington@fccon.com |
| Andrew Evans | Trident Veteran Construction | aevans@tridentveteran.com |

| NAME | COMPANY | EMAIL |
|---|---|---|
| Chris Kirk | Kirk Commercial | Chris@kirkcommercial.com |
| Walt Shealy | Springhill Construction | wmshealy@springhillcon.com |
| Jordan Gray | SD Clifton Construction | Jordan@sdclifton.com |
| Lori Long | JCS Architects | llong@jcsarchitects.com |
| Cory Yingling | JCS Architects | cyingling@jcsarchitects.com |

## ADDENDUM # 02

RCSD #1 TV STUDIO RENOVATION
Richland County School District 1
JCS PROJECT NO: 24022
**July 16, 2025**

*This addendum modifies the Contract Documents only in the manner and to the extent stated herein and shown on any accompanying drawings and will become a part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.*

**GENERAL:**

1. See revised ITB and Bid form included in this addendum and clarifications to alternates and allowance below.

**SPECIFICATIONS:**

*Note: Replace the following specification sections or paragraphs with the updated specification sections or paragraphs included in this addendum or add new specifications sections or paragraphs included in this addendum.*

| SECTION | SECTION TITLE | DESCRIPTION |
|---|---|---|
| 00 0116 | Invitation to Bid and Bid Form | **Delete ITB in the specification manual and insert 00 0116 included in this addendum. Note: Alternate #1 has been revised to be listed as Alternates #1 and #2.** |
| 01 2100 | Allowances | Add to the Paragraph 1.4<br>The following company and contact information for this scope of work is:<br>TV Set Designs, 808 Tuckaseegee Rd suite b, Charlotte, NC 28208, Email: support@tvsetdesigns.com<br>PH. 704-339-0785 ext 201. Contact Gillian Gibinski |
| | | |

**DRAWINGS:**

*Note: Replace the following sheets with the updated sheets included in this addendum or add new sheets included in this addendum.*

| SHEET NUMBER/DETAIL | SHEET NAME | DESCRIPTION |
|---|---|---|
| D101 | Demolition Floor Plan | Add to the note indicating "WORK IN THIS ROOM TO BE INCLUDED IN BID ALT#1 & 2. |
| Sheet A302 DETAILS 1,2,3,4,5,6/A302 | CASEWORK ELEVATIONS AND SECTION | Add note to these details that state: THESE CASEWORK ELEVATIONS ARE TO BE INCLUDED IN ADDENDUM #2. |
| Sheet A301 Finish Schedule notes | Finish Schedule and Notes | Change Note 2 to read: FLOOR REPAIR AND FINISHES INCLUDING NEW FLOOR AND RUBBER BASE IN STORAGE ROOM 002 IS PARTO FO ALTERNATE #1. Change Note 3 to read: ALL WORK IN THSTORAGE ROOM 002 IS TOBE INCLUDED IN BID ALTERNATE #1 & #2. |

**SUBSTITUTION REQUESTS:**

*Note: Manufacturers listed below as "APPROVED" shall meet ALL requirements of the written specification.*

| SECTION | SECTION TITLE | MANUFACTURER | DISPOSITION |
|---|---|---|---|
| **none** | | | |

**END OF Addendum #2**

| | | | |
|---|---|---|---|
| RICHLAND ONE<br>ENGAGE • EDUCATE • EMPOWER | **Richland County School District One**<br>**INVITATION FOR BIDS**<br><br>**FOR CONSTRUCTION SERVICE** | **Solicitation #**<br>**Date Issued**<br>**Procurement Officer**<br>**Phone**<br>**E-mail Address** | 2026-001<br>June 23, 2025<br>Carolyn Leigh Hodges<br>803.231.7052<br>carolyn.hodges@richlandone.org |

Sealed bids for the Richland One Media Services -TV Studio Renovations will be received from qualified bidders that are, properly licensed under the laws of the State of South Carolina. These bids will be opened and read aloud by the Owner at the office of the Procurement Services, Central Services Facility, 201 Park Street, Columbia, SC 29201. Bids received after the indicated times will be rejected and returned to the Bidder unopened. All questions must be submitted via email to: Carolyn Hodges Construction Contracts Manager (E-mail Above).

| **SCHEDULE OF EVENTS** | **DATE AND TIME** |
|---|---|
| **Site Visits held on:** | **Only allowed at Prebid Conference** |
| **MANDATORY Pre-Bid conference will be held on**:<br>(Location of Pre-proposal Meeting: RCSD1 Wavery Administration Building, 1225 Oak Street, Columbia SC 29204 | **July 8, 2025 at 1:00 PM** |
| **Bid Questions must be received by**: | **July 16. 2025 at 3:00 PM** |
| **Bid(s) must be received by:** | **July 22, 2025 at 3:00 PM** |
| **Bids will be opened on:** | **July 22, 2025 at 3:00 PM** |

| **PROJECT INFORMATION** | |
|---|---|
| The name of the project is | RSD1 Media Services– TV STUDIO RENOVATION |
| Project Address: | 1225 Oak Street, Columbia SC 29204 |
| The Owner is: | Richland County School District One<br>201 Park Street<br>Columbia, SC 29201 |
| The Architect/Engineer is: | Jumper Carter Sease Architects<br>412 Meeting Street<br>West Columbia, SC 29169 |
| The Construction Manager is: | N/A |

## Description of the Project

**The project is the for renovation of the existing RCSD1 TV studio at 1225 Oak Street in the existing RCSD1 Waverly Administration Building.**

## Bid Documents

Bidding Documents are available for inspection at the following locations:

- **Jumper Carter Sease Architects, 412 Meeting Street, West Columbia SC 29169 or at ARC Printing Services, West Columbia Office, 819 State Street, Cayce, SC 29033**

Bids will be binding for a period of 60 (sixty) calendar days from the date bids are opened.

**COMPANY INFORMATION**

1.) Name of Company: _____

Address: _____

Phone Number: _____

2.) Name of Assigned Contact: (Main) _____

Direct Phone Number: _____

Other Phone Number: _____

Email: _____

3.) Name of Assigned Contact: (Secondary) _____

Direct Phone Number: _____

Other Phone Number: _____

Email: _____

** If awarded the contract, these individuals cannot be switched for the duration of the contract unless permitted by the Richland County School District One.*

**SIGNATURE**

_____
Name of Company

_____
Printed Name of Firm Representative

_____ _____
Signature of Firm Representative Date

**SMALL / WOMEN / MINORITY BUSINESS ENTERPRISE POLICY**

**SMALL/ WOMEN/ MINORITY BUSINESS ENTERPRISE (S/W/MBE) CHECKLIST**

**NAME OF AGENCY:** _____

PLEASE CHECK THE FOLLOWING THAT APPLY TO YOUR AGENCY:

| | |
|---|---|
| ☐ **Minority Owned** | Minority Owned is defined as: At least fifty-one percent (51%) owned by one or more citizens of the Unites States who are determined to be socially and economically challenged. |
| ☐ **Small Business** | "Small" Business is defined as having 15 employees or less. |
| ☐ **Woman Owned** | Women Owned is defined as: At least fifty-one percent (51%) owned by one or more citizens of the Unites States who is a Female. |

**DEFINITIONS**

**"Minority Person"** means a United States citizen who is economically and socially disadvantaged.

**"Socially disadvantaged individuals"** means those individuals who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group, without regard to their individual qualities. Such groups include but are not limited to African Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, Asians and women regardless of race or origin.

**"Economically disadvantaged individuals**" means those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

_____
Printed Name of Firm Representative

_____ _____
Signature of Firm Representative Date

Vendor No:

RICHLAND ONE
ENGAGE · EDUCATE · EMPOWER

Procurement Services
Vendor Application201
Park Street
Columbia, SC 29201
PH: 803-231-7033

(Subject to any federal, state and local laws)

**The District **does not** accept vendor applications directly from vendors. Vendor applications (new and updated) **must** be submitted internally through a Richland County School District One employee before being created. **(i.e. Bookkeepers, Administrative Assistants, or Department Heads). ****

****Richland One employees will forward completed applications to the Procurement Services Department. ****

****NO APPLICATION WILL BE PROCESSED WITHOUT A COMPLETE W-9 ATTACHED****

Please check the appropriate boxes:

☐ M-Minority ☐ S-Small ☐ W-Woman ☐ O-Other ☐ W-9 Attached

* What services are being rendered? _____ (**ex. Consulting, professional development, etc.**).

| | |
|---|---|
| Name of Company: _____<br>Contact 1: _____<br>Contact 2: _____<br>Telephone Number: _____<br>Fax Number: _____ | DBA: _____<br>SSN or FEIN: _____<br>Business License Number: _____<br>State: _____<br>How long in present business: _____ Years<br>**In the interest of protection for the District and its vendors, it is mandatory for vendors to have purchase authorization in the form of a signed Purchase Order BEFORE placing an order.** |
| Address To Which Bids/Quotes and Purchase Orders Are To Be Mailed:<br><br>Email Address For Electronic Purchase Order Transmittals To Be Mailed:<br>_____<br>Website: _____ | Remittance Address (If Different From Bids/Quotes/PO Mailing Address):<br><br>P-Card Payment Preferred _____ Yes _____ No<br>An active application does not legally entitle a vendor to any particular solicitation, therefore, vendors are encouraged to check the District's website: www.richlandone.org for legal notices of Invitation to Bid (IFB). The Procurement Department may also be contacted for solicitation information. |
| Type of Organization (Check One) _____ Individual _____ Partnership _____ Corporation _____ Other<br>RCSD One requires that no employee or Board of School Commissioners may have a special interest in any contract paid with funds belonging to or administered by the Board of School Commissioners. If you/your firm have such a relationship, attach a separate sheet explaining the relationship. All transactions are governed by the laws of the State of South Carolina and the Board of School Commissioners for RCSD One. | |

I certify that information supplied herein is correct and neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as known, now debarred, suspended or otherwise declared ineligible by any agency of Federal Government, agencies of the State of South Carolina or by Richland County School District One.

_____ _____

Person Authorized to Sign this Application, Title Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

☐☐☐ - ☐☐ - ☐☐☐☐

**or**

**Employer identification number**

☐☐ - ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# INVITATION FOR CONSTRUCTION BIDS

**PROJECT**

PROJECT NAME: RSD1 TV STUDIO RENOVATIONS JCS PROJECT NUMBER: 24022
LOCATION : 1225 OAK STREET COLUMBIA SC 29204
DESCRIPTION OF PROJECT: This project is for the renovation of the existing RCSD1 MEDIA SERVICES -TV studio at 1225 Oak Street in the existing RCSD1 Waverly Administration Building.

**OWNER**

OWNER NAME: Richland School District One
ADDRESS: 201 Park Street
CITY: Columbia STATE: SC ZIP: 29201
OWNER REPRESENTATIVE: Ryan Jordan PHONE: 803-600-0746
Email: ryan.jordan@richlandone.org

**ARCHITECT**

ARCHITECTURAL FIRM: Jumper Carter Sease Architects.
ADDRESS: 412 Meeting Street CITY: West Columbia STATE: SC
ZIP: 29169 ARCHITECTURAL REPRESENTATIVE: Lori M. Long
Emai: llong@jcsarchitects.com PHONE: (803) 791-1020

**MANDATORY PRE-BID CONFERENCE**

PRE-BID DATE: July 8, 2025 TIME: 1:00 p.m.
PRE-BID LOCATION: 1225 Oak Street, Columbia SC 29204.
COMMENTS:

**BID**

BID DATE: July 22, 2025 TIME: 3:00 p.m.
LOCATION: 201 Park Street, Columbia, SC 29201

**BID SECURITY**

Bid security is required in an amount not less than 5% of the Base Bid.

**BONDS**

The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price

**PLANS**

AVAILABLE FROM: JCS ARCHITECTS, WEST COLUMBIA SC 803-791-1020 Cindy Corely ccorely@jcsarchitects.com
Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders and bidders will be via email.

**********

**AIA DOCUMENT**

**A701 – 2018 Edition**

**"INSTRUCTIONS TO BIDDERS"**

# Note:

The original document is available for viewing at the following location:

Jumper Carter Sease Architects

412 Meeting Street

West Columbia, SC 29169

***Bidders shall submit bids on Bid Form only.***

**BID SUBMITTED BY:** _____

***(Bidder's Name)***

**BID SUBMITTED TO:** Richland County School District One

***(Owner's Name)***

**FOR: PROJECT NAME:** RSD1 MEDIA SERVICES TV STUDIO RENOVATIONS

**PROJECT NUMBER:** JCS Project # 24022

**OFFER**

**§ 1.** In response to the Invitation for Construction Bids and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**§ 2.** Pursuant to Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ **Bid Bond with Power of Attorney** ☐ **Electronic Bid Bond** ☐ **Cashier's Check**

***(Bidder check one)***

**§ 3.** Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

*(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)*

**ADDENDA:** ☐ **#1** ☐ **#2** ☐ **#3** ☐ **#4** ☐ **#5**

**§ 4.** Bidder accepts all terms and conditions of the Invitation for Construction Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of sixty **(60)** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

**§ 5.** Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

**§ 6.1 BASE BID WORK** ***(as indicated in the Bidding Documents and generally described as follows)*****:**

**RENOVATION OF THE EXISTING RCSD1 MEDIA SERVICES - TV STUDIO AT WAVERLY PLACE DISTRICT OFFICE**

**$** _____, which sum is hereafter called the Base Bid.

***(Bidder to insert Base Bid Amount on line above in figures only)***

**§ 6.2 A L T E R N A T E # 1 BID WORK** ***(as indicated in the Bidding Documents and generally described as follows)*****:**

**INTERIOR FINISHES IN STORAGE ROOM 002, INCLUDING NEW ACOUSTICAL GRID AND CEILING, NEW LAY IN LIGHT FIXTURES AND NEW FLOOR FINISHES AND RUBBER BASE, PAINTING OF ENTIRE ROOM.**

**$** _____, which sum is hereafter called Alternate#1 Bid.

***(Bidder to insert Alternate #1 Bid Amount on line above in figures only)***

**§6.3 A L T E R N A T E # 2 BID WORK** ***(as indicated in the Bidding Documents and generally described as follows)*****:**

**ALL NEW PLASTIC LAMINATE CASEWORK SHOWN ON SHEET A302 IS TO BE INCLUDED IN THIS ALTERNATE #2.**

**$** _____, which sum is hereafter called the Alternate #2 Bid.

***(Bidder to insert Alternate#2 Bid Amount on line above in figures only)***

## § 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE *(FOR INFORMATION ONLY):*

Pursuant to instructions in the Invitation for Construction Bids, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

## § 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

**a) CONTRACT TIME**

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within **120** Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

**b) LIQUIDATED DAMAGES**

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of $ **500.00** for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

## § 10. AGREEMENTS

**a)** Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.

**b)** Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the Owner.

**c)** Bidder agrees that neither the Owner nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

## § 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

**ELECTRONIC BID BOND NUMBER:** _____

**SIGNATURE AND TITLE:** _____

## CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

**SC Contractor's License Number(s):** _____

**Classification(s) & Limits:** _____

**Subclassification(s) & Limits:** _____

**By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.**

**BIDDER'S LEGAL NAME:** _____

**ADDRESS:** _____

_____

**TELEPHONE:** _____

**EMAIL:** _____

**SIGNATURE:** _____ **DATE:** _____

**PRINT NAME:** _____

**TITLE:** _____

**AIA DOCUMENT**

**A310 (2010 Edition)**

**Bid Bond**

**Note:**
The original document is available for viewing at the following location:

Jumper Carter Sease Architects

412 Meeting Street

West Columbia, SC 29169

**AIA DOCUMENT**

**A101 – 2017 Edition**

**"STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR"**

# Note:

The original document is available for viewing at the following location:

Jumper Carter Sease Architects

412 Meeting Street

West Columbia, SC 29169

**AIA DOCUMENT**

**A201 – 2017 Edition**

**"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"**

## Note:

The original document is available for viewing at the following location:

Jumper Carter Sease Architects

412 Meeting Street

West Columbia, SC 29169

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

_____

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

Name: _____

Address: _____

_____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Owner)*

Name: Richland County School District One

Address: 1616 Richland Street

Columbia, SC 29201

hereinafter referred to as "Owner", or its successors or assigns, the sum of _____ ($ ), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated _____ entered into a contract with Owner to construct

Project Name: RSD1 MEDIA SERVICES - TV STUDIO RENOVATIONS

_____ Project Number _____

_____ Brief Description of Awarded Work:

Renovation of the Existing RCSD1 Media Services TV Studio to include but not limited to new finishes, new cameras and new Backdrop/set designs.
Alternate #1 includes finishes and casework in adjacent Storage Room.

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A-E)*

Name: Jumper Carter Sease Architects

Address: 412 Meeting Street

West Columbia, SC 29169

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this _____ day of _____, 2_____**
*(shall be no earlier than Date of Contract)*

**BOND NUMBER** _____

| **CONTRACTOR** | **SURETY** |
|---|---|
| **By:** _____ **(Seal)** | **By:** _____ **(Seal)** |
| **Print Name:** _____ | **Print Name:** _____ |
| **Print Title:** _____ | **Print Title:** _____ *(Attach Power of Attorney)* |
| **Witness:** _____ | **Witness:** _____ |

*(Additional Signatures, if any, appear on attached page)*

# PERFORMANCE BOND

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**1.** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the full and faithful performance of the contract, which is incorporated herein by reference.

**2.** If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

**3.** The Surety's obligation under this Bond shall arise after:

**3.1** The Owner has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; or

**3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

**4.** The Surety shall, within 15 days after receipt of notice of the Owner's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:

**4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

**4.2** Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

**4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Owner the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Owner resulting from the Contractor Default; or

**4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

**4.4.1** After investigation, determine the amount for which it may be liable to the Owner and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Owner; or

**4.4.2** Deny liability in whole or in part and notify the Owner, citing the reasons therefore.

**5.** Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Owner shall pay the Balance of the Contract Sum to either:

**5.1** Surety in accordance with the terms of the Contract; or

**5.2** Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

**5.3** The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

**6.** If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

**6.1** If the Surety proceeds as provided in paragraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**6.2** Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.

**7.** After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall be those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall those of the Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Owner without duplication for:

**7.1** The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and

**7.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

**7.3** Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and

**7.4** Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**8.** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set- off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

**9.** The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.

**10.** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11.** Definitions

**11.1** Balance of the Contract Sum: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Owner in settlement of insurance or other Claims for damages to which the Contractor si entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

**11.2** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

# LABOR & MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

_____

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

Name: _____

Address: _____

_____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Owner)*

Name: Richland County School District One

Address: 1616 Richland Street

Columbia, SC 29201

hereinafter referred to as "Owner", or its successors or assigns, the sum of _____ ($ ), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated _____ entered into a contract with Owner to construct

Project Name: RSD1 MEDIA SERVICES - TV STUDIO RENOVATIONS

Project Number: JCS Project Number 24022

Brief Description of Awarded Work:

Renovation of the Existing RCSD1 Media Services TV Studio to include but not limited to new finishes, new cameras and new Backdrop/set designs. Alternate #1 includes finishes and casework in adjacent Storage Room.

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A-E)*

Name: Jumper Carter Sease Architects

Address: 412 Meeting Street

West Columbia, SC 29169

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor and Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this _____ day of _____, 2_____** *(shall be no earlier than Date of Contract)*

**BOND NUMBER** _____

| **CONTRACTOR** | **SURETY** |
|---|---|
| **By:** _____ **(Seal)** | **By:** _____ **(Seal)** |
| **Print Name:** _____ | **Print Name:** _____ |
| **Print Title:** _____ | **Print Title:** _____ *(Attach Power of Attorney)* |
| **Witness:** _____ | **Witness:** _____ |

*(Additional Signatures, if any, appear on attached page)*

# LABOR AND MATERIAL PAYMENT BOND

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**1.** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.

**2.** With respect to the Owner, this obligation shall be null and void if the Contractor:

**2.1** Promptly makes payment, directly or indirectly, for all sums due Claimants; and

**2.2** Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.

**3.** With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

**4.** With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:

**4.1** Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.

**4.2** A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.

**4.3** Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of o ne year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

**5.** When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

**5.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

**5.2** Pay or arrange for payment of any undisputed amounts.

**5.3** The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

**6.** Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's prior right to use the funds for the completion of the Work.

**7.** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

**8.** The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

**9.** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Owner or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

**10.** By the Contractor furnishing and the Owner accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

**11.** Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**12.** Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

**13. DEFINITIONS**

**13.1** Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.

**13.2** Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

**13.3** Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**AIA DOCUMENT**

**G702 & G703 – 1992 Edition**

**"APPLICATION AND CERTIFICATE FOR PAYMENT"**

# Note:

The original document is available for viewing at the following location:

Jumper Carter Sease
Architects

412 Meeting Street

West Columbia, SC 29169