

**PROJECT MANUAL
SPECIFICATIONS**

**MARION COUNTY SCHOOL
DISTRICT
MULLINS HIGH SCHOOL
PARKING LOT
RE-SURFACING PACKAGE
MCSD PROJECT No.: 2025.002**

PREPARED FOR:

**MARION COUNTY SCHOOL
DISTRICT
719 NORTH MAIN ST.
MARION, SOUTH CAROLINA 29571**

PREPARED BY:

**BROWNSTONE CONSTRUCTION GROUP
1330 LADY STREET, SUITE 500
Columbia, SC 29201**

September 29, 2025

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SUMMARY - SECTION 01 10 00

PART I - GENERAL

1.1 DESCRIPTION

- A. Work for this project includes asphalt resurfacing at several campuses in the Marion attendance zone of Marion County School District as identified on plans and in specifications.
- B. Include work listed in these Specifications and incidentals thereto. All phases of the work are required to be executed by skilled craftsman experienced in their respective trades.
- C. Contractor may subcontract any phase or portion of the Work. However, such subcontract shall not relieve Contractor from enforcing the use of all required safety equipment by subcontractor and its employees: providing safety equipment and procedure reporting for any phase of the Work in contaminated areas. Require and verify that all materials and methods used by subcontractor are consistent with materials and methods for established and safe procedures and consistent with the Contract Documents.
- D. Perform any work directed by the owner not specifically addressed in these Specifications such as repairs or replacement of deteriorated materials on a unit price basis.
- E. The contractor shall add a \$50,000.00 contingency to the bid price. The contingency is for the owners use only and will be used as needed during the performance period. If all the contingency amount is not used during the contract, the unused amount will be deducted from the overall contract amount.

1.2 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Asphalt re-surfacing will be required in the following locations.
 - a. Mullins High School
- B. Type of Contract.
 - 1. Project will be constructed under a single prime contract.

1.3 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Condition of Existing Buildings: Maintain portions of existing buildings affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.4 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy sites and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner operations.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Allowable working hours will be 24 hours per day, Monday through Sunday, unless otherwise advised. Contractor is responsible for coordinating working hours with on-site Owner designated representative and Engineer to ensure that work does not impede operations and results in a watertight application daily.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

PRODUCT REQUIREMENTS - SECTION 01 60 00

PART I - GENERAL

1.1 DESCRIPTION

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- C. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.2 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Engineer's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."

- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.
7. Ensure all products delivered to the job site are in the original unopened containers or wrappings bearing all seals and approvals.
8. Remove all materials which are determined to be damaged by Engineer or manufacturer from the job site and replace.
9. Do not store materials or equipment inside the facility without prior approval from Owner.
10. Cover wood materials stored outside using waterproof breathable covering tarps (such as canvas). Extend covering down to the pallet so that no materials remain exposed and properly secure to resist wind uplift. Polyethylene or other nonbreathable plastic coverings will not be accepted. Unprotected, moist or otherwise damaged materials or materials with evidence of moisture damage such as staining shall be conspicuously marked for permanent removal from the job. Store products at temperatures recommended by manufacturer. Handle rolled goods with care to prevent damage to edges or ends.
11. Arrange storage to provide access for inspection. Periodically inspect to ensure products are undamaged and are maintained under required conditions.
12. Mark as rejected and permanently remove from the job site materials found that are not approved or do not meet required standards.
13. Use care in transporting materials. Do not transport materials over sensitive materials unless protected by plywood or other appropriate means. Repair existing areas where damaged.
14. Furnish plywood walkways and take other precautions required to prevent tracking of debris. Instruct and police own workmen to ensure that debris are not tracked into new work area on workmen's shoes or equipment wheels.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Cease work during inclement weather, as specified by the manufacturer of the materials being installed.

1.6 PRODUCT WARRANTIES

- A. Provide a 2-year warranty for all labor and materials for installed systems.
- B. Provide guarantees as specified from Back-up generator manufacturer.
- C. Contractor shall contact manufacturer, during the 90-day period immediately preceding the 1-year anniversary of the warranty date, to arrange for a mandatory 1-year inspection. The inspection shall be attended by Contractor and manufacturer's representative. A 1-year inspection punch list shall be compiled by manufacturer and submitted to Contractor for its completion. Upon completion, Contractor shall sign and mail the punch list form to the manufacturer's headquarters, verifying that all items are in accordance with the manufacturer's recommendations.

PART 2 – PRODUCTS

1.6 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- B. Product Selection Procedures:
 - 1. Products:
 - a. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - b. Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 - 2. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 - 3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Engineer's sample", provide a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 013300 "Submittals" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

PART 3 – EXECUTION (Not Used)

END OF SECTION

	Solicitation Number Date Issued Procurement Official Phone E-Mail Address	September 29, 2025 Jason Jordan 843-423-1811 jjordan@marion.k12.sc.us
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DESCRIPTION: MULLINS HIGH SCHOOL PARKING LOT RE-SURFACING

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

SUBMIT OFFER BY: **Tuesday October 28, 2025 @ 1:00 PM EDT**

QUESTIONS MUST BE RECEIVED BY: Tuesday October 21, 2025 @ 3:00 PM EDT via above e-mail

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and One (1) copy (marked 'copy')**

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

SUBMIT YOUR SEALED OFFER TO:

Marion County School District
Jason Jordan - Facilities
Department
Marion County Administration 719 North Main
Marion SC 29571
See "Submitting Your Offer" provision

CONFERENCE TYPE: Pre-Bid Conference / Site Visit (Mandatory) DATE & TIME: October 15, 2025 @ 10:00 AM As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Mullins High School Media Center 747 Millers Road Mullins, SC 29574
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above within 30 days. The award, this solicitation, and any amendments will be posted at the following web address: http://www.Marion.k12.sc.us/
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

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

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. 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 division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	

MARION COUNTY SCHOOL DISTRICT

COMPANY NAME _____

SIGNED _____

Date:

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.)				
				Area Code	Number	Extension	Facsimile	
				E-mail Address				
PAYMENT ADDRESS (Address to which payments will be sent.)				ORDER ADDRESS (Address to which purchase orders will be sent)				
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)				<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)				
ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)		20 Calendar Days (%)		30 Calendar Days (%)		_____ Calendar Days (%)	

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work / Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. General**
 - B. Special**
- VIII. Bidding Schedule / Cost Proposal**
- IX. Attachments to Solicitation**

I. Scope of Solicitation

Sealed bids for MULLINS HIGH SCHOOL PARKING LOT RE-SURFACING will be received from General Contractors properly licensed under the laws of the State of South Carolina, opened and read aloud by the Owner in the offices of Marion County Schools District Office 719 North Main Street Marion, SC 29571, on Tuesday, October 28, 2025@1:00 P.M.. Bids received after 1:00 P.M. will be rejected and returned to the Bidder unopened.

The name of the project is: Mullins High School Parking Lot Re-Surfacing

Addresses: Mullins High School
747 Millers Road
Mullins, South Carolina 29574

The Owner is: Marion County School District
719 North Main St.
Marion, South Carolina 29571

The Program Manager is: Brownstone Construction Group
1330 Lady Street, Suite 500
Columbia, South Carolina 29201
Telephone: (803) 376.6044
FAX: (803) 376.6099

Project Manager: Thurmond Porter
Architect: Jordan Garza

II. Instructions to Offerors

A. General Instructions

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 Marion County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order with the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Marion County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **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."
11. **Page two** - means the second page of the original solicitation, which is labeled Page Two.

12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.
16. **Chief Procurement Officer** – means Chief Financial Officer

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. **It is solely the responsibility of the Offeror to ensure that it has received all pre-bid addenda. Failure to acknowledge each pre-bid addendum may render the Offer nonresponsive.** All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:

http://www.Marion.k12.sc.us/departments/finance_and_procurement/solicitations/2020-21_operations_solicitations/

Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by identifying the amendment number and date in the space provided for this purposed on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

AWARD NOTIFICATION Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with Marion County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. **THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES.** Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official 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.

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 Marion County School District acting on behalf of Marion County School District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Marion 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.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

By submitting an offer, the offeror certifies that –

In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
 - a. Those prices;
 - b. The intention to submit an offer; or
 - c. The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose or restricting competition.
- (4) Each signature on the offer is considered to be a certification by the signatory that the signatory –
 - a. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal
 - b. Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
 - c. As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
 - d. If the offeror deletes or modifies paragraph (a) (2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032.1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)

- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Marion County School District Procurement Code is available at <http://www.marion.k12.sc.us>.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgement, and (b) preventing an unfair competitive. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any such services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

COMPLETION OF FORMS/CORRECTION OF BIDS AND/OR ERRORS All prices, entries and notations should be printed in ink or typewritten on the forms provided herein. Any change to the bid information including, but not limited to, changes to bid pricing or correction of errors or information must be made by crossing out the original entry, entering the change or correction on the bid form or appropriate attachment, and initialing same. Any alteration of the Offer must be made on the bid form or attachments provided herein and must be initialed by the person signing the bid. Any other alterations may result in the Offer being deemed nonresponsive. (Alterations are not allowed elsewhere in the solicitation, on the face of the envelope submitting the Offer, or otherwise.)

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or 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 prior to the bid opening.

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

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

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding

offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in your price that the State may be required to pay.

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS Any prospective bidder, Offeror, vendor, or sub vendor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Request for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with this Code.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Procurement Specialist within ten (10) days of the date award or notification of intent to award, whichever is earlier, is posted in accordance with the MCSD Procurement Code; except that a matter that could have been raised pursuant to § 4210.1.1 (Protest of Solicitation) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

PROHIBITED COMMUNICATIONS AND DONATIONS

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with any Marion County School District employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

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

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions 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) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, 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.

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

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

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

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State 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. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

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

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

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

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.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

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

TAXPAYER IDENTIFICATION NUMBER

(a) If Offeror is owned or controlled by a Common Parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions:

1) “Common Parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

2) “Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether

- 1) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- 2) Offeror is an agency or instrumentality of a state or local government;

- 3) Offeror is an agency or instrumentality of a foreign government; or
- 4) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER AFTER BID OPENING 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. Correction or withdrawal of bids are only allowed pursuant to the express terms of the MCSD Procurement Code as determined by MCSD.

NOTICES All contact should be directed to Laurie Lane, Procurement Specialist. No company should contact District staff directly. All questions should be submitted to Jason Jordan prior to the deadline for receipt of questions via Email jjordan@marion.k12.sc.us with copy to Thurmond Porter at tporter@bstonegroup.com and Jordan Garza at jgarza@bstonegroup.com. Answers to any questions submitted will be sent to all companies via solicitation amendment.

B. Special Instructions

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

Conference – Pre-Bid

Pre-Bid/Proposal Conference Date and Time:

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

A Mandatory Pre-Bid Conference will be held on Wednesday October 15, 2025 at 10:00 AM in the Media Center at Mullins High School 747 Millers Rd. Mullins, SC 29574. The Pre-Bid Conference is intended to answer any questions relating to instructions to the bidder, project scope of work, etc. All prospective Offerors are strongly urged to attend this conference.

1. Schedule and Activities

Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. A milestone schedule is included in the documents. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation, as necessary.

- Advertise: Monday September 29, 2025
- Mandatory Pre-bid: Wednesday October 15, 2025 at 10:00 AM Mullins High School Media Center
- Last day for Questions: Tuesday October 21, 2025 @ 3:00 PM
- Bid Due: Tuesday October 28, 2025 @ 1:00 PM at Marion County School District Office Marion, SC
- Intent to Award: Wednesday October 29, 2025
- Notice to Proceed: Monday November 10, 2025
- Substantial Complete: Monday December 10, 2025 (30 days Project Duration)
- Final Completion: Monday December 22, 2025

2. MCSD Board of Trustees approval required: any award is subject to prior approval by the MCSD Board of Trustees.
3. The successful bidder will be required to furnish Performance Bond and Labor and Materials Bond in the amount of one hundred percent (100%) of the Contract Amount.
4. Discussion with bidders: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

CLARIFICATION: Pursuant to Section 11-32-15220(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

PROTEST

Any protest must be addressed to the Director Contracts and Procurement Services, and submitted in writing (a) by email to Jason Jordan, Director of Facilities, jjordan@marion.k12.sc.us, (b) by facsimile at 843-423-2107, or (c) by post or delivery to, 719 North Main Street, Marion, SC 29571.

III. Scope of Work / Specifications

The Owner has retained the services of a Program Manager to represent the Owner's interest during the construction of the work.

Scope of work for the MULLINS HIGH SCHOOL PARKING LOT RE-SURFACING PACKAGE in the Mullins area of Marion County School District. Work includes asphalt resurfacing at Mullins High School to complete the MULLINS HIGH SCHOOL RE- SURFACING PACKAGE, per plans and specifications.

SPECIFICATIONS: Construction Plans and Technical Specifications are attached.

INSTALLATION:

The first day the contractor will have access to the site will be November 10, 2025, and Substantial Completion of the Work by December 10, 2025. The Contractor shall commence work under this Contract within 10 days of the date of Notice to Proceed and achieve Substantial Completion for the project 30 calendar days from date of "Notice to Proceed". Any change from this schedule must have written approval of the Owner.

NOTE: A Certificate of Insurance must be submitted to Procurement upon award. The Notice to Proceed and Purchase Order will not be issued until the Certificate of Insurance is on file in the Procurement Office.

PERMITS AND LICENSES:

The Contractor shall obtain and pay for applicable licenses and fees.

Contractor must have valid South Carolina Contractors License.

The contractor or sub-contractor performing this work must have all required licenses, both State of South Carolina and Federal, prior to start of work.

LIENS AND ENCUMBRANCES:

The Contractor shall satisfy immediately any lien or encumbrance, which because of any act or default of the Contractor, is filed against the District.

NON ARBITRATION:

Disputes pertaining to this contract are not eligible for solution through arbitration procedures.

QUALITY ASSURANCE:

Protection of District Property:

The Contractor shall protect from damage due to his work, methods, procedures and workmen, the District's property including building surfaces, finishes, systems, equipment, furniture, supplies, and other components. The Contractor shall repair or cause to be repaired damage to District property.

Products and Materials:

The Contractor shall use materials and products in the work which are new and of top quality. The Contractor shall assume full responsibility for protection, storage, safety and damage to stored and installed materials until Substantial Completion.

Qualifications of Work Persons:

The Contractor shall use skilled work persons who are thoroughly trained and experienced in the necessary crafts and trades.

Workmanship:

The Contractor shall cause the parts to be securely anchored, bonded, joined and secured together, the installation to be done in a workman-like manner in accordance with the best recognized practices, and the working parts to be adjusted and left in perfect working order.

Corrections in the Work:

The Contractor shall replace work rejected by the District as defective or as non-conforming within 10 days from written notice of rejection at no cost to the District.

PROJECT COORDINATION:

The Contractor shall verify field measurements before ordering materials and prefabricated items. The Contractor shall coordinate the work of all trades and schedule the timing so as not to cause delays to any phase of construction. The Contractor shall plan the work to minimize the disruption of District operations. The Contractor shall cooperate with reasonable scheduling requirements of the District. School may be in session during the construction, and the contractor shall coordinate with the District to avoid disruption of the school activities.

SAFETY:

The Contractor shall provide safety barricades, fences, temporary walks, and signals in compliance with legal requirements, police regulations, and/or as requested by Marion County School District at no additional cost.

CLEANING:

The Contractor shall clean up job site as frequently as necessary, but no less than, on a daily basis. Upon Substantial Completion, the Contractor shall clean the job site of all debris, miscellaneous construction materials, trash and unused materials. The Contractor shall remove and legally dispose of all debris.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROL:

Utilities:

Contractor's use of Owner's utilities shall be paid for by the contractor.

Sanitary Facilities:

Provide and maintain, in sanitary condition, enclosed weather tight chemical toilets for use of construction personnel. Installation shall be in accord with applicable codes and of authorities having jurisdiction. Upon completion of the work, toilets and appurtenance shall be removed, leaving premises in satisfactory condition as approved by the owner.

NOTE: Under no circumstances will workmen be allowed to use any student or staff toilet facility within the facility.

Barricades and Fencing:

Provide and maintain safety barricades, fences, temporary walks, bracing and shoring and signals in compliance with local requirements, police regulations and as necessary to separate non-project persons from construction areas.

WARRANTY:

All products and services shall carry, after proper completion, and under normal use, a one (1) year warranty against all defects in materials and workmanship unless noted otherwise in the individual Specifications.

TERMINATION OF AGREEMENT

The District may terminate this agreement in whole or in part at any time, upon written notification to the successful bidder, for any reason at District's convenience. The District may terminate this agreement in whole or in part at any time upon written notification to successful bidder for any default involving:

- (A) Failure to develop or deliver products and/or render the services within the schedule requirements of the District or the District's Designee.
- (B) Successful bidder's failure to make progress reasonably satisfactory to the District, in the performance of its obligations under this Agreement. With respect to any such default, District's right to terminate shall be conditioned upon successful bidder's failure within ten (10) days after District's notification to provide a remedy satisfactory to District to cure failure of non-compliance.
- (C) In the event successful bidder becomes the subject of any proceedings under State or Federal Law for the relief of debtors or otherwise becomes insolvent, bankrupt or makes assignments for the benefit of creditors.

IV. Information for Offerors to Submit

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

Bids are to be submitted on the Bid Form provided *accompanied by the Attachments contained herein and described below pursuant to the terms of this solicitation*; enclosed in a sealed, opaque envelope bearing the name and address of the bidder, MCSD Identification Number of contract being bid and name of project. All Bids must comply with the laws of the State of South Carolina. Indicate your company name on each page of the Bid Form.

Complete and Submit attachments B, C, D, E, F and G with the bid. Complete and submit attachments E and G as applicable. Offeror must list subcontractors identified in the table appearing on Attachment B. Instructions for subcontractor listings appear on that page. Failure to properly comply with subcontractor listing requirements may render the Offeror nonresponsive and/or nonresponsible. The SWMBE information required in attachments C, D, and F will be required to be submitted by 2:00 p.m. the following day of Bid Opening along with the bid verification.

V. Qualifications

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are properly licensed and regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract.

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, MCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of MCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

Before a submittal is considered for award, the bidder may be requested by the Procurement Official to submit completed form SE-350 as to his/her previous experience in performing similar or comparable work and of his/her business and technical organization and financial resources.

VI. Award Criteria

The District intends to award a contract to the contractor whose offer, conforming to the solicitation, is the most advantageous on the basis for all products, services and requirements contained herein.

In all cases, the District will be the sole judge as to whether a vendor's bid has or has not satisfactorily met the requirement of this bid.

Award will be made to the lowest responsive, responsible bidder who submits a responsive bid which is most advantageous to the Marion County School District.

VII. Terms and Conditions

A. General

Marion County School District reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment,

(ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19- 445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

ORDER OF PRECEDENCE In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

DISCOUNT FOR PROMPT PAYMENT:

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

DISPUTES (a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the Marion County School District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Marion County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (b) Service of Process: Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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

PAYMENT MCSD shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this Contract, including the purchase order, payment shall not be made on partial deliveries accepted by MCSD.

Unless the purchase order specified another method of payment, payment will be made by check. Payment and interest shall be made in accordance with S.C. code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

PUBLICITY RELEASES Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

PURCHASE ORDER A purchase order may be enclosed with or issued pursuant to this contract and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

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

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

This is not a tax exempt project.

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

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

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

B. Special

PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation, at 719 NORTH MAIN ST. MARION, SOUTH CAROLINA 29571.

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor’s responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

INSURANCE The Contractor (or Subcontractor, or anyone directly or indirectly employed by any of them) will provide and maintain, as a minimum or greater, if required by law, the following types and amounts of insurance:

- 1. Commercial General Liability: Contractor must provide Commercial General Liability insurance using the 1993 ISO Occurrence For (CG 00 01 10/93) or an equivalent form. The Commercial General Liability insurance must include coverage for premises-operations, independent contractors, products-completed operations, personal injury and contractual liability. The contractual liability must include the tort liability of another assumed in a business contract. The Contractor or his agent shall verify that there is no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage. This insurance shall be maintained throughout the duration of the project and for a minimum of one year after final payment as provided for in Article 9.10. Limits shall be as follows:

Each Occurrence Limit	
Bodily Injury/Property Damage Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

- 2. The General Aggregate Limit is to be written on a “per project” basis using contractor’s per project endorsement Amendment-Aggregate Limits of Insurance (CG2503). The Project/Completed Operations Aggregate Limit must be at least \$2,000,000 or written confirmation provided that the Commercial Umbrella coverage includes liability coverage for damage to the insured’s completed work equivalent to that provided under the CG 00 01 10/93 coverage form.
- 3. The Owner is to be named as an additional insured in the Contractor’s policy with respect to this project using the ISO Additional Insured-Owners, Contractors endorsement (CG 20 10) or a substitute providing equivalent coverage. Verification of additional insured status shall be furnished to the Owner by mailing a copy of the endorsement or Certificate of Insurance.

4. Insurance for all owned, non-owned and hired vehicles on ISO form CA 00 01 12/4. This insurance will apply as primary insurance with respect to any other insurance or self-insurance the Owner may have or elect to carry with respect to this Project.
5. Comprehensive Automobile Liability Insurance: Contractor must provide and maintain business auto liability 90 or equivalent coverage form with the following limits:

Combined Single Limit	\$1,000,000 per accident (or equivalent “split limits” satisfying Umbrella Excess Liability requirements.)
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If necessary, the policy shall be indorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of the ISO CA 00 01 form.

6. Workers Compensation: Contractor shall provide and maintain workers compensation and employers liability insurance providing coverage in South Carolina. Limits and coverage shall be as follows;

Workers Compensation Insurance	SC statutory benefits
Employers Liability Insurance	\$500,000 each accident
	\$1,000,000 policy limit
	\$500,000 each employee

If the project involves work which may be subject to the US Longshore and Harborworkers Act (USL&HW), or which may involve watercraft, Contractor will attach the respective endorsements to provide this coverage. USL&HW (WC 00 01 06 A) and maritime Coverage (WC 00 02 01 A).

7. Umbrella Excess Liability: Contractor shall provide umbrella excess liability insurance on an “occurrence” basis providing “following form” coverage for the underlying coverages outlined above with the following limits:

Excess Liability (Umbrella Form)	
General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

8. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Marion County School District will be named as an additional insured on all policies.

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor’s services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

TERMINATION Subject to the conditions below, the District providing a 30-day advance notice in writing is given to the vendor may terminate the purchase order for any reason.

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

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

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

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

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ILLEGAL IMMIGRATION By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Marion County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a

Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnities if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

PERFORMANCE BOND REQUIRED (JAN 2006): Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the performance bond. [07-7B155-1]

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Marion County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Specialist of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Specialist in accordance with generally accepted accounting principles, subject to the provisions of Section 4210 of MCSDD Procurement Codes. (2) Submission of Price or Cost Data. Upon request of the Procurement Specialist, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 1830.

RISK OF LOSS The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION AND RIGHT TO AUDIT Marion County School District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, contractor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the District.

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 government 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 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 required delivery schedule.

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 Purchase orders and Procurement Services Director 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, Marion County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SWMBE PARTICIPATION Marion County School District encourages SWMBE businesses to participate in the Bid process. It is the intent of the Marion County School District to provide equal opportunity to small, minority, and woman-owned businesses in every aspect of procurement. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Marion County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal.

ITEM SUBSTITUTION (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

LIQUIDATED DAMAGES If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, daily amounts of **\$750.00** commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. If the Contractor fails to obtain Final Completion with 100% of the punchlist completed within thirty days from the date of Substantial Completion, the Owner shall be entitled to retain or recover from the Contractor as liquidated damages the amount of **\$1,000.00** per calendar day from the thirty-first day following the date of Substantial Completion until completion of the punchlist and until a Final Completion Certificate is obtained, regardless of how the punchlist is completed.

STORAGE OF MATERIALS Absent approval of MCSD, Contractor shall not store items on the premises of MCSD prior to the time set for installation.

MINORITY BUSINESS ENTERPRISE (MBE) PLAN

Statement of Policy

It is the policy of the Marion County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of MCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Marion County School District will comply with this MCSD policy.

MBE Designated Procurement Plan

The regulations and procedures for implementation of this program are outlined in the procurement code approved by the Board of Trustees. The Marion County School District will establish goals that include expending, with Minority Business Enterprises certified by the Office of Small and Minority Business Assistance and non-certified Minority business Enterprises, an amount equal to ten percent (10%) of the District’s controllable dollars expended (with the exclusion of salary, benefits, professional services, utilities and travel) for the procurement of supplies, services, Information Technology and construction. Bidders are requested to provide good faith effort in helping the District meet this goal.

MBE Subcontractor Participation

Marion County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify MBE utilization expenditures to certified MBE subcontractors that perform a commercially useful function in the work of the contract. An MBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE has the skill and expertise and carries out its responsibility by actually performing, managing and supervising the work involved.

MBE Utilization Commitment Report

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed MBE Utilization Commitment Report (Attachment D) with the proposal submission which lists the names, addresses and contact persons of the MBE and minority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with MCSD. If the information contained in the Contractors Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

All employees involved in the execution of this contract must be of legal status and be in adherence to all Federal and South Carolina State Laws.

VIII Bid Form /Cost Proposal

Firm Name: _____

Project: _____

Bid/Proposal #: _____

MULLINS HIGH SCHOOL RE-SURFACING PROJECT

A. ALLOWANCES

- | | |
|----------------------------------|---------------------|
| 1. General Contingency Allowance | \$ 25,000.00 |
| TOTAL OF ALLOWANCES | \$ 25,000.00 |

B. BASE BID

- | | |
|---|--------------|
| 1. Total Base Bid <u>without</u> Allowances | \$ _____ |
| 2. Total of Allowances | \$ 25,000.00 |
| 3. Total of Base Bid <u>with</u> Allowances | \$ _____ |

C. ALTERNATES

- | | |
|---|----------|
| 1. Alt. #1: MuHS Student Parking & Bus Loop | \$ _____ |
| 2. Alt. #2: MuHS Parking Lot w/57 Spaces | \$ _____ |
| 3. Alt. #3: MaHS Car Rider Loop | \$ _____ |
| 4. Alt. #4: MaHS Staff & Visitor Parking | \$ _____ |
| 5. Alt. #5: MaHS Main Entrance Drive | \$ _____ |

D. UNIT PRICES

ITEM

UNIT

COST

EARTH EXCAVATION:

Earth Excavation, machine	Cubic Yard	_____
Earth Excavation, hand	Cubic Yard	_____
Earth Excavation, trench	Cubic Yard	_____

Unsuitable material excavation including offsite Disposal	Cubic Yard	_____
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EARTH BACKFILL USING APPROVED OFFSITE BORROW:

Earth Backfill, machine	Cubic Yard	_____
Earth Backfill, hand	Cubic Yard	_____
Earth Backfill, trench	Cubic Yard	_____

Structural fill material using approved offsite borrow	Cubic Yard	_____
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Mucking	Cubic Yard	_____
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Export Excess Material	Cubic Yard	_____
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Parking Area Lane Striping	Linear Foot	_____
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Additional Asphalt	Cubic Yard	_____
#57 Stone	Ton	_____
Replace Concrete Curb	Linear Foot	_____

**All quantities shall be measured in place versus truck measure.*

GC License # _____

COMPANY NAME

ADDRESS

COMPANY
REPRESENTATIVE
Authorized to Sign

BY:

TITLE:

TELEPHONE:

ADDENDA RECEIPT (if applicable)	()	Addendum #1	Date
	()	Addendum #2	Date
	()	Addendum #3	Date

The undersigned, as bidder, proposes and agrees, if this bid is accepted, to contract with Marion County School District, in the form of contract specified, to pay all required fees and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation, and labor to complete the projects, and has bid in full and complete accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

1. The bidder further declares that he/she has examined the site of work and has become thoroughly familiar with all conditions pertaining to the work to be performed. The bidder also has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he/she has been satisfied relative to the work to be performed.
2. The bidder agrees that this Bid Proposal is valid from bid date and for a minimum of 60 days hence.
3. The bidder finally agrees that this IFB supersedes any and all previous agreements, both written and oral, and that the terms and conditions of this Agreement shall exclusively govern the agreement between the parties.
4. MARION COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT A CONTRACTOR'S BID IF THE CONTRACTOR IS CURRENTLY PERFORMING WORK FOR THE DISTRICT AND HIS CURRENT PROJECT IS BEHIND SCHEDULE.
5. Time is of the essence. By submitting a bid and signing this bid form, Contractor acknowledges that the time for completion of this project is reasonable and that it can complete this project in the time allotted. Further, Contractor acknowledges that it has notice of the liquidated damages provisions contained within Article 3.6 of the AIA A132 Standard Form of Agreement Between Owner and Contractor, Program Manager as Adviser Edition, as amended.

Company Name

Name of Authorized Rep. – Typed or Printed

Signature of Authorized Representative

Street Address

City / State / Zip Code

Date

ATTACHMENT LISTING

- A. Offeror's Checklist**
- B. Minority Participation Affidavit**
- C. MBE Utilization Commitment Form**
- D. Statement of Intent to Perform Work without Subcontracting**
- E. Certificate of Minority Business Enterprise Unavailability**
- F. Marion County School District No Bid Form**

Firm Name: _____

Attachment A

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Web site:

Review this checklist prior to submitting your proposal
If you fail to follow this checklist, you risk having your proposal rejected.

- ☐ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ☐ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ☐ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ☐ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- ☐ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- ☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ☐ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- ☐ MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- ☐ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ☐ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED INCLUDING A BID SUBMITTAL AS REQUIRED BY PARAGRAPH VIII OF THE INVITATION FOR BIDS!
- ☐ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes
Responsiveness will be evaluated against the solicitation **not** against this checklist.
You do not need to return this checklist with your response.

Firm Name: _____

Attachment B

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity?
(Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

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

_____	Traditional minority
_____	Traditional minority, but female
_____	Women (Caucasian females)
_____	Hispanic minorities
_____	Temporary certification
_____	Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

Firm Name: _____

Attachment C

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION COMMITMENT

Firm Name: _____

Project: _____

Bid/Proposal #: _____

Signature: _____

The bidder/proposer will utilize the following MBE firms:

Name/address/city/telephone/ of MBE Firm	Type of MBE *	Trade/service category	Dollar Value
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Total			\$

This MBE total is ____% of total anticipated work
_____% with ethnic minority firms
_____% with women-owned firms

MBE – Minority Business Enterprise, a business concern that is at least fifty-one percent owned and daily managed by one or more of the following citizens of the United States: B-Black/African Americans, H-Hispanic Americans, N-Native Americans (includes American Indians, Eskimos, Aleuts and Native Hawaiians), AP-Asian Pacific Americans, A-Asians, W-Woman citizen of the United States, regardless of race or origin.
Code by type of MBE: B, H, N, AP, A, W.

NOTE: A business that presents itself as a minority business may participate in the project but may not be counted toward the MBE goal until it is a certified minority business enterprise. Certification must be obtained prior to the completion of the project. The Program Manager accepts firms that have MBE certification from the South Carolina Governor's Office of Small and Minority Business Assistance, a Minority Supplier Development Council, a SDB certification from the U.S. Small Business Administration or others as approved.

The responding firm agrees to furnish additional information as required by Program Manager.

Attachment D

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Firm Name: _____

Project: _____

Bid/Proposal #: _____

Signature: _____

It is the intent of the above named firm to self-perform 100% of the work as outlined in this bid/proposal.

The bidder/proposer states the following:

1. That it is a normal business practice of the bidder to perform **all elements** of this type contract with its own employees.
2. That if it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will notify program manager and provide documented good-faith efforts to comply with all requirements of the MBE program in providing equal opportunities to MBE firms.
3. Bidder/proposer will provide equal opportunity for MBEs to participate in significant material-supplier opportunities available under this scope of work and will document good faith efforts as required by program manager.

Attachment E

CERTIFICATE OF MINORITY BUSINESS ENTERPRISE UNAVAILABILITY

Firm Name: _____

Project: _____

Bid/Proposal #: _____

Signature: _____

Trade/Service Category	Business Name	Address/Phone	Contact Person	Reason MBE Firm Not Participating	Date of Contact

Bidder/proposer in accordance with the bid/proposal documents, states that the above MBE firm(s): a) are capable subcontractor(s) and (b) were contacted in good faith and (c) that the MBE firm(s) are not participating in this bid/proposal as indicated above. Form may be copied and supplemental information attached.

A finding that any of the information submitted is false will constitute grounds for recommending that the bid/proposal not responsive

**MARION COUNTY SCHOOL DISTRICT
NO BID REPLY FORM**

**BID TITLE:
MARION AREA SCHOOLS RE-SURFACING PACKAGE
VARIOUS SCHOOLS**

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

☐ 1. We do not wish to participate in the bid process.

☐ 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

☐ 3. We do not feel we can be competitive.

☐ 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

☐ 5. We do not wish to sell to Marion County School District. Our objections are.....

☐ 6. We do not sell the items/service on which bids are requested.

☐ 7. Other _____

☐ 8. We wish to remain on the bidders' list.

☐ 9. We wish to be deleted from the bidders' list.

☐ 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____

INSTRUCTIONS TO BIDDERS - SECTION 002113

1. EXPLANATION TO OFFERORS

Any explanations desired by offerors regarding the meaning or interpretation of this solicitation or the drawings and specifications should be requested in written form from the Program Manager and/or the Architect/Engineer with sufficient time allowed for a reply to reach them at least ten (10) days before the submission of their Proposal. Oral explanations or instruction given before the award of the Contract will not be binding. Any interpretations made will be in the form of an addendum to the Specifications or Drawings and will be furnished to all offerors who must acknowledge receipt of all addenda in writing in their Proposal.

2. APPROVAL OF MATERIALS, EQUIPMENT AND SUBSTITUTIONS PRIOR TO RECEIPT OF PROPOSALS

A. Substitutions:

The Contract shall be based on the standards of quality established in the Contract Documents. Products specified by reference to standard specifications such as ASTM and similar standards do not require further approval except for interface within the Work. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Architect. All approved substitutions shall be listed in the format required by the RFP.

B. "Or equal":

Where the phrase "or equal," or "equal as approved by the Architect", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this Work by the Architect. The decision of the Architect shall be final.

C. Approval of Substitutions and "Or equal" Materials:

In cases where an offeror is in doubt concerning the acceptability of a material that he desires to use as a basis for his proposal, the offeror may request the Architect/Engineer's approval to use such material in lieu of that particularly mentioned as a basis of his proposal. Requests from material dealers and subcontractors must be made through an offeror. Such requests shall be submitted in writing to the Program Manager, in duplicate, so that this request may be forwarded to the Architect/Engineer for approval. The Architect/Engineer's approval to use the materials as a basis of proposals will, if granted, be in writing and a copy will be forwarded to all other offerors. Approval to use a material as a basis of proposals shall not constitute final approval. Such approval granted prior to receipt of proposals shall be subject to reconsideration after the proposals are received and before the award of the Contract. Final approval of all materials proposed in lieu of those particularly mentioned will be submitted through the apparent low Contractor as provided in Division 1, General Conditions, of the Contract Specifications. In view of the relatively short time available for consideration of requests and advising all parties concerned prior to receipt of proposals, offerors should limit such requests to those they consider particularly important and should submit such requests as far in advance of the receipt of proposals as practical and no less than ten (10) days prior to that date.

3. ADDENDA

Changes or corrections may be made in the General Drawings and Specifications after they have been issued and receipt of proposals. In such cases, a written addendum describing the change or corrections will be issued by the Program Manager to all offerors. Such Addendum or Addenda will take precedence over the portion of the General Drawings and Specifications concerned and will be considered a part of the Contract Documents. Except in unusual cases, an addendum will be issued to reach the offeror at least four (4) days prior to the date for receipt of proposals.

4. EXAMINATION OF DRAWINGS AND SPECIFICATIONS

Each offeror shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. If any offeror is in doubt as to the true meaning of any part of the Drawings, Specifications or other documents, or if any part of the error, discrepancy, conflict or omission is noted, the offeror should immediately contact the Program Manager and request clarification. The Program Manager will clarify discrepancy, conflict or omission and will notify all offerors by Addendum in cases where the extent of the Work or the cost thereof will be appreciably affected. No allowance will be made after the proposals are received for oversight by an offeror.

5. EXAMINATION OF OTHER CONDITIONS AFFECTING THE WORK

Each offeror shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, ordinances, rules and regulations that will affect the work prior to submitting a proposal. He shall visit the site, examine the grounds and all existing buildings, utilities and roads and shall ascertain by any reasonable means all conditions that will in any manner affect his work. He shall ask the Program Manager for any additional information that he deems necessary for him to be fully informed as to exactly what is to be expected prior to submitting a proposal. The drawings have been prepared on the basis of surveys and inspections of the site and physical conditions at the site. This, however, shall not relieve the offeror of the necessity for fully informing himself as to the existing physical conditions. Each offeror shall carefully examine the existing conditions as compared to the Contract Documents. Any discrepancies noted between same shall be noted in writing to the Program Manager a minimum of ten (10) days prior to the established bid date for inclusion in a written Addendum. Verbal or telephone changes will not be considered binding.

6. DRAWINGS AND SPECIFICATIONS

All copies of Drawings, Specifications and other documents furnished to offerors, sub-offerors and material suppliers shall be returned to the Program Manager within ten (10) days following the receipt of proposals.

7. PREPARATION AND SUBMISSION OF A PROPOSAL

Proposals to be considered must be made on the form provided in the Project Manual. All conditions set forth in any "Proposal Form" provided and the "Invitation to Offerors" must be complied with. If required, figures shall be entered on the proposal form in writing. All blank spaces shall be filled in properly or indicated as not applicable as necessary. No interlineations or alteration will be made on the proposal form. If erasures are necessary and appear on the forms, each such erasure must be initialed by the person signing the proposal. Proposals shall be placed in an opaque envelope, sealed, addressed and delivered in the manner and at the time stipulated in the Request for Proposal and/or Advertisement. Facsimile or telegraphic proposals and related modifications will not be considered.

8. PROPOSAL GUARANTEE

The offeror shall include with his proposal a certified check or bid bond for the sum of not less than five percent (5%) of the total amount of the proposal, as evidence of good faith and as a guarantee that if awarded the Contract, the offeror will execute the Contract and give bond(s) as required by the Specifications.

9. RETURN OF BID BONDS OR CHECKS

The bid bond or check of offerors that are not awarded the contract will be returned within 48 hours after the Owner and Contractor have executed a Contract and the executed performance bond and payment bond has been approved by the Owner, or, if no award has been made within 60 days after the opening of bids so long as he has not been notified of the acceptance of his proposal.

10. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful offeror, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his proposal.

11. ACCEPTANCE OR REJECTION OF PROPOSALS

The Owner reserves the right to reject any and all proposals when such rejection is in the best interest of the Owner to reject the proposal of an offeror who has previously failed to perform or to complete on time Contracts of a similar nature; and to reject the proposal of an offeror who is not, in the opinion of the Owner, Architect/Engineer and/or Program Manager, in a position to perform the Contract. The Owner reserves the right to reject any subcontractor who has previously failed to perform properly in the opinion of the Architect/Engineer, Program Manager or the Owner. The Owner also reserves the right to waive any informalities and technicalities in submission of proposals. The Owner may also accept or reject any of the alternates that may be set forth on the "Proposal Form". The Contract will be awarded (unless all proposals are rejected), under normal circumstances, to the offeror submitting the proposal deemed most advantageous to the District.

13. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written or telegraphed requests received from offerors prior to the time fixed for their receipt. Negligence on the part of the offeror or its subcontractors in preparing the proposal confers no right for the withdrawal of the proposal after the time for receipt of proposals.

14. CONTRACTOR'S LICENSES

- A. Each offeror shall obtain a Contractor's License under the provisions of the Contractor's Licensing Law (1976 Code) Volume 14, Chapter 11, Section 40-11-10 through 40-11-340 as amended. Specialty Contractor's Licenses can be obtained for the various building trades and information regarding these licenses can be obtained from the South Carolina Licensing Board for Contractors. It shall be the offeror's responsibility to provide appropriate licensing to perform the work described in the contract documents.
- B. Any Owner hiring or contracting or having a Contract with any non-resident Contractor, where such contract exceeds \$10,000 or can be expected to exceed that amount, shall be required by law to withhold two percent (2%) of each and every payment made after January 1, 1959, to such non- resident individuals and partnerships, and foreign corporations as well.

- C. If a Contractor has any employees earning income in South Carolina who are legal residents of another state, he also becomes a withholding agent and must withhold South Carolina Income Taxes from the earnings of the non-resident employees on the basis of tables furnished by the South Carolina Tax Commission. If a Contractor subcontracts with other non-resident Contractors, he must withhold two percent (2%) of each and every payment made to the subcontractor if the total amount of the subcontract exceeds \$10,000 or can be expected to exceed that amount. The subcontractor may obtain the same relief as a Contractor by posting bond, per stipulations of this Act.

15. CLEANLINESS

A particularly high standard of cleanliness will be rigidly enforced. Contractors will be required to perform daily clean-up and failure to do so may result in the work being performed by other forces with all costs deducted from the Contract Sum.

16. WORK BY OTHER CONTRACTORS

By submission of this bid, offeror acknowledges that he has read and is totally familiar with the scope of the other Contractor's work.

17. EXISTING UTILITIES

Each Contractor shall be responsible for the protection of underground and overhead utilities in the work area which are shown on the Drawings and/or which can be detected by a visual inspection of the job site. Each Contractor is cautioned, however, that there may exist unknown underground utilities neither visible nor shown on the Drawings. Each Contractor will take all reasonable precautions necessary to detect and preserve the service which these utilities provide. Should additional work be caused to the Contractor by the presence of such unknown underground utilities, the cost borne by the Contractor as a result of same may be reimbursed by the Owner through the use of a negotiated Change Order.

18. PROHIBITION AGAINST GRATUITIES, ETC.

The Contractor's attention is directed to Section 8-13-420 of the South Carolina Code of Laws, 1976 as amended regarding the prohibition against gratuities and kickbacks, etc.

19. CONSTRUCTION SCHEDULE

The Contractor will be required to perform the work within the allocated time as outlined in the Specifications.

20. BONDS

A Performance Bond and Labor and Material Bond, executed on AIA Document A312-2009, will be required in the amount of one hundred percent (100%) of the Contract amount. Cost of bonds to be included with the bid.

21. ACCESS TO PROJECT

The Contractor will not be permitted to occupy the site of the Work or allowed on the property of the Owner until the written Notice to Proceed has been issued and all documents required prior to the commencement of the work, including but not limited to, Certificates of Insurance, have been submitted and approved by the Program Manager.

22. MINORITY PARTICIPATION

Marion County School District strongly encourages Minority Participation in the proposal process. All businesses that are certified by the State of South Carolina as a Certified Minority Business must submit a copy of their certificate with their proposal. Successful Offeror will be required to submit to the Program Manager, on a form provided, with each Application For Payment, a listing of all SWMBE subcontracts, whether certified or not.

23. PROTEST CLAUSE

Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Chief Procurement Officer within fifteen (15) days of the date of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date of award or posting of the Notification of Intent to Award, whichever is earlier in accordance with the Marion County School District Procurement Code and Regulations.

END OF SECTION

SUPPLEMENTARY INSTRUCTIONS - SECTION 002200

SPECIAL CONDITIONS

RELATED DOCUMENTS

Attention is directed to Division 1, General Requirements, AIA Document A232-2009 Edition as modified "General Conditions" and Instructions to Bidders which are binding in their entirety on this portion of the work and in particular to paragraphs concerning materials, workmanship and SUBSTITUTIONS.

GENERAL

Definition of Terms

- A. The term "Architect/Engineer" refers

to: Brownstone Construction Group
1330 Lady Street, Suite 500
Columbia, SC 29201

- B. The term "Owner" refers to:

Marion County School District
719 Main St Marion, SC 29571

- C. The term "Program Manager" refers to:

Brownstone Construction Group
1330 Lady Street, Suite 500
Columbia, SC 29201

- D. The term "Contractor" refers to the prime contracting firms or person who, for a lump sum, fixed or wage, perform construction on the work included in the Plans and Specifications.

Location of Sites

Mullins High School - 747 Millers Rd Mullins SC 29571

Scope of Work: Provide a complete construction package for the MULLINS HIGH SCHOOL RE- SURFACING PROJECT – MULLINS, SC at 747 MILLERS RD. MULLINS, SOUTH CAROLINA 29574. Work includes asphalt resurfacing at Mullins High School as identified on plans and in specifications to complete the MULLINS HIGH SCHOOL RE- SURFACING PACKAGE – MULLINS, SC.

Time of Completion

It is the intent of the Owner to award the Contract and issue a Notice of Award if the bid is acceptable and is within the funds available for the project. Based on this, the Contractor shall commence work under this Contract within 14 days of the date of Notice to Proceed and achieve Substantial Completion for the project in **30 calendar days** from date of "Notice to Proceed".

Bidder also agrees for the Owner to withhold Project liquidated damages for each consecutive calendar day thereafter the project remains incomplete in accordance with AIA Document A132 - 2019, Standard Form of Agreement Between Owner and Contractor, Program Manager as Advisor Edition, as amended and AIA Documents A232 – 2019, General Conditions of the Contract for Construction, Program Manager as Advisor Edition, as amended, and as outlined in Division 1 General Requirements, Section 017700 Closeout Procedures, Punch List and Deficiency List.

Proposed Phasing Plan

Not Applicable

Contractor's Construction Schedule

The Contractor shall submit to the Program Manager a Construction schedule, as required in the AIA Document A232 -2019 General Conditions, within thirty (30) calendar days of the Notice to Proceed. No Pay Applications will be processed until the Contractor has delivered an acceptable Construction Schedule as outlined in Section 013201 Project Schedule and as required in the AIA Document A232 -2019 General Conditions.

Pumping and Dewatering:

Any and all pumping and dewatering as needed to perform and protect work and/or to maintain the Construction Schedule shall be performed by the Contractor.

Contractors Quality Control:

The Contractor shall establish a Quality Control Program for his work in accordance with the Contract Documents, and as outlined in Section 014500 Quality Control. The Quality Control Program is to be reviewed by the Program Manager and Architect.

The Contractor is to assign the duties of quality control (QC) to a dedicated Quality Control Manager who will be on site at all times that work is in progress.

Contractors Safety Plan:

The Contractor is required to submit a "Project Safety Plan" specific for this project in writing for approval from the Program Manager and Architect. The Project Safety Plan shall include provisions for severe weather. The Project Safety Plan is required to be submitted and reviewed prior to processing of the first Application for Payment.

Contractors Supervision:

The Contractor shall have on-site for the duration of his work and at all times that work is being performed a competent representative, capable of the following:

- A. Supervision of tradesmen and coordination of the work of subcontractors.
- B. Reading and interpreting the Contract Documents.
- C. Orderly coordination of this work with the Program Manager and Architect in the daily execution of the work.
- D. Laying out his work.

The Contractor's Superintendent shall be the sole supervisor of the Contractor's Labor Force and shall be on site whenever work is being performed. He shall attend the regularly scheduled progress meetings on-site, keep himself and his company informed of scheduled requirements, safety hazards and general job conditions. He shall plan and pursue the work under his supervision in a professional and expeditious manner, in close coordination with the requirements of the Contractor's approved Construction Schedule.

The Contractors Superintendent shall maintain a written daily log of the progress of the work. This Log shall be kept at the jobsite, and made available to the A/E, Program Manager or Owner. A copy of the Contractors Daily Log shall be delivered to the Program Manager by 11: 00 AM the following work day. These reports shall contain as a minimum: Date, Day, Low and High Temperatures, Record of Precipitation, Quantity of the Contractors and Sub-Contractors personnel on site, a general description of work activities performed, Visitors, Deliveries, Inspections and any other comments that pertain to job progress. Receipt of Daily Reports shall be a prerequisite for approval of Monthly Progress Payments by the Program Manager.

Owner Approval of Subcontractors and Personnel

The Contractor shall not employ any subcontractor, superintendent or workmen whose employment on the project is objectionable to the Owner, Architect/Engineer or Program Manager.

The Contractor shall submit a list of all Subcontractors within 30 days of Notice to Proceed.

Contract Sublet, Assign and Transfer

The Contractor shall not sublet, assign or transfer this contract without written approval of the Owner.

Submittals

The Contractor shall submit for review by the Architect/ Engineer, Shop Drawings, and Schedules, required by the Contract Documents, individual Specification Sections, and as outlined in Section 013300 Submittal Procedures. No Pay Applications will be processed until the Contractor has provided a "Submittal Schedule" and acceptable submittal information.

All submittals shall be transmitted to the Program Manager for forwarding to the Architect/ Engineer for review based upon the Submittal Schedule which shall be prepared in conjunction with the Construction Schedule.

Initial Submittals required are as follows:

- 1. Prior to Mobilizing On-Site.
 - a. Insurance Certificates.

2. Following Notice to Proceed.
 - a. Contract executed by the Contractor
 - b. Labor and Material Payment Bond (within 7 days after Contract execution by Owner and prior to mobilizing on site)
 - c. Performance Bond (within 7 days after Contract execution by Owner and prior to mobilizing on site)
 - d. Shop Drawing Submittal Schedule (within 7 days)
 - e. Schedule of Values (within 7 days)
 - f. Superintendent's and Quality Control Representative's Resume (within 7 days unless previously submitted)
 - g. Detailed Construction Schedule (within 10 days)
 - h. Subcontractors listing and Major Material Suppliers (within 7 days)
 - i. All required Submittals (within 60 days)
 - j. Quality Control Plan (within 14 days)
 - k. Project Safety Plan (within 14 days)
 - l. A letter accepting all project conditions prior to the start of work as required by Special Condition l. herein.

Project Closeout, Punch List, and Deficiency List

The Contractor shall complete all punch list and deficiency items and submit all close out documents as outlined in Division 01 General Requirements, Section 017700 Closeout Procedures, Punch List and Deficiency List.

Liquated Damages will resume if all punch list items are not completed within 30 days of Substantial Completion. Retainage will continue to be withheld, and Final Payment will not be processed until all Closeout Documents, As Built and Record Drawings, Warranties and Guarantees and other items required for closeout are transmitted to the Program Manager.

Program Manager

The Owner has contracted with the Program Manager to serve as his agent throughout this project. The Program Manager will provide a Site Manager to represent the Owner during the construction work.

Cleanliness

A particularly high standard of cleanliness will be rigidly enforced. The Contractor will be required to perform daily cleanup in accordance with paragraphs 3.15.1 and 3.15.2 of AIA Document AIA-232 – General Conditions, and as outlined in Section 014700, Cleaning.

Special Conditions

The following scope of work (and/or special conditions) considered a part of the bid requirements for the early site work. All terms and conditions as outlined in the project plans, specifications and addenda shall apply.

- A. Contractor shall maintain the construction entrances. This shall include (but not necessarily be limited to) grading, filling of ruts and potholes, and maintaining proper drainage. Maintenance of entry gates shall also be the contractor's responsibility. Adjacent public streets, sidewalks, curbs, and parking lots shall be swept, scraped, washed and kept clean daily (more often as necessary) throughout all site operations.
- B. Garbage and/or trash will be placed in appropriate containers and removed from the site a minimum of two (2) times per week (more often as deemed necessary by the Program Manager).

- C. Contractor to schedule his work in accordance with all noise ordinance's per the authority having jurisdiction.
- D. Contractor shall provide a letter accepting all project conditions prior to commencing work.
- E. Contractor will be responsible for submitting a Project Safety Plan taking into consideration that this is an occupied campus. Safety Plan will be reviewed by the Program Manager.

END OF SECTION

SUBMITTAL OF SUBSTITUTIONS - SECTION 004300

PART 1 - GENERAL

1.1 Related Documents

- 1.1.1 Furnish and install products specified under options and conditions for substitutions stated in this section and referred to in the General Conditions.

1.2 Products Lists

- 1.2.1 Within the bidding period for non-specified manufacturers of items specified by reference standards, submit to Architect/Engineer five (5) copies of complete list of major products which are proposed for installation.
- 1.2.2 Tabulate products by specifications' section number and title.
- 1.2.3 For products only by reference standards, list for each product:
 - A. Name and address of manufacturer
 - B. Trade name
 - C. Model or catalog designation
 - D. Manufacturer's data:
 - 1) Reference standards
 - 2) Performance test data

1.3 Contractor's Options

- 1.3.1 For products specified only by reference standard, select product meeting that standard by any manufacturer.
- 1.3.2 For products specified by naming several products or manufacturers, select any one of the products and manufacturers named which complies with the specifications.
- 1.3.3 For products specified by naming several products or manufacturers and stating "or equivalent", "or equal," or "or approved equal" submit a request as for substitutions, for any product or manufacturer which is not specifically named.

1.4 Substitutions

- 1.4.1 Contractor's Base Bid shall be in strict accordance with the drawings and project manual. Contractor has the option of requesting substitutions during the bidding period by submitting completed substitution requests a minimum of ten (10) days prior to Bid Date.
 - A. After end of that period, requests will be considered only in case of product unavailability or other conditions beyond the control of the Contractor.

1.4.2 Submit separate requests for each substitution. Support each request with the following:

- A. Complete data substantiating compliance of proposed substitution with requirements stated in contract documents:
 - 1) Product identification, including the manufacturer's name and address.
 - 2) Manufacturer's literature; identify:
 - a. Product description
 - b. Reference standards
 - c. Performance and test data
 - 3) Samples, as applicable.
 - 4) Name and address of similar projects on which product has been used, and date of each installation.
- B. Itemized comparison of the proposed substitution with product specified; list significant variations.
- C. Data relating to changes in construction schedule.
- D. Any effect of substitution on separate contracts.
- E. List of changes required in other work or products.
- F. Designation of required license fees or royalties.
- G. Designation of availability of maintenance services, sources of replacement materials.
- H. Details regarding any difference in cost.

1.4.3 Substitutions will not be considered for acceptance when:

- A. They are indicated or implied on shop drawings or product data submittals without formal request from Contractor.
- B. Acceptance will require substantial revision of contract documents.
- C. In the judgment of Architect/Engineer, do not include adequate information necessary for a complete evaluation.
- D. If requested after contract award directly by a trade Contractor, sub-contractor or supplier.

1.4.4 Substitute products shall not be ordered or installed without written acceptance of Architect/Engineer.

1.4.5 Architect/Engineer will determine acceptability of proposed substitutions.

1.5 Contractor's Representation

- 1.5.1 In making formal request for substitution, Contractor represents the following:
- A. He has investigated the proposed product and has determined that it is equivalent to or superior in all respects to that specified.
 - B. He will provide same warranties or bonds for substitution as for product specified.
 - C. He will coordinate installation of accepted substitution into the work, and make such changes as may be required for the work to be complete in all respects.
 - D. He waives claims for additional costs caused by substitution which may subsequently become apparent.

1.6 Architect/Engineer Duties

- 1.6.1 Review Contractor's request for substitutions with reasonable promptness.
- 1.6.2 Notification to Contractor shall be in accordance with General Conditions.

1.7 Substitution Request Form

- 1.7.1 The Substitution Request Form follows this Section.

END OF SECTION

SUBSTITUTION REQUEST FORM

TO:

PROJECT:

We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Drawing</u>	<u>Spec. Sect. No.</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution:

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Fill in blanks below:

A. Does the substitution affect dimensions shown on the Drawings?

Yes____No _____

If yes, clearly indicate the changes:

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes____No _____

C. What effect does substitution have on other Contracts or other Trades?

D. What effect does substitution have on construction schedule?

E. Manufacturer's warranties of the proposed and specified items are:
Same____ Different____(Explain on attachment.)

F. Reason for request:

G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

H. Accurate cost data comparing proposed substitution with product specified:

I. Designation of maintenance services and sources:

(Attach additional sheets if required.)

SUBMITTAL OF SUBSTITUTIONS

004300-4

**MARION COUNTY SCHOOL DISTRICT
MULLINS HIGH SCHOOL RE-SURFACING PACKAGE
SUBMITTAL OF SUBSTITUTIONS - SECTION 004300**

**CERTIFICATE OF EQUAL
PERFORMANCE AND ASSUMPTION OF
LIABILITY FOR EQUAL
PERFORMANCE**

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature

Title

Firm

Address

Telephone

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in rejection of proposed substitution.

For Use By Architect:

____Accepted ____Accepted as Noted

____Not Accepted

____Received Too Late

By:

Date:

Remarks: