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TK Elevator
Savannah/Charleston/Beaufort
4365 Dorchester Road Ste. 208
North Charleston, SC 29405

Reference – Beaufort County School District – Solicitation 26-019

Contents of Bid Submission:

1. RFP Submittal Forms
2. Supporting Documents

Total Monthly Bid Price -

TKE is uniquely positioned to support your two (2) elevators with the largest team of elevator mechanics in the area, all fully trained and experienced with this exact equipment. Our fully staffed local office is less than 45 miles away, allowing for fast response, direct communication, and consistent on-site coverage. When needed, we have immediate access to regional and national technical support, giving you the strength of a global company backed by true local presence. With TKE, you get a partner built for reliability, responsiveness, and long-term performance—not just a service provider, but a team already prepared to support your elevators on day one.

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Service Concept

Our service concept is built on the basis of ensuring maximum passenger comfort, convenience and safety at all times while protecting the long-term value of your investment.

That is why our number 1 task is to ensure effective preventative maintenance and the constant smooth operation of your systems. The best thing for us and for you as the operator is to hear nothing. In advanced urban mobility solutions, no news is definitely good news.

We have decades of dedicated experience and expertise in all aspects of urban mobility, from elevators, escalators and moving walks to automatic doors. So even if your building has several mobility solutions from different suppliers, we can take care of all of them for you from a single source.

Always there
We are there whenever and wherever you need us. 24/7/365. Our global network of over 24,000 service technicians ensures the reliability, dependability and safety of our mobility solutions across 900 branches and 150 countries worldwide.

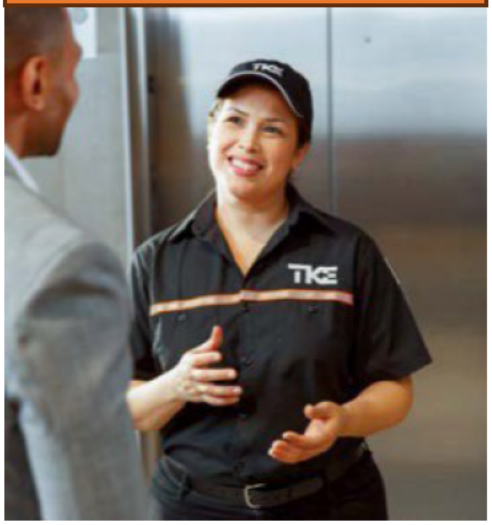
Always competent
Whatever systems you use in your buildings, we can provide you with comprehensive service through our global network of excellence centers. These are dedicated to maintaining all elevator brands worldwide by using the appropriate diagnostic systems and spare parts.

Always innovative
Our goal is to shape the industry and we are constantly working on new ways to make people transportation more comfortable, safer and efficient. Predictive maintenance and mixed reality are two innovation areas we are pioneering to reduce response times and ensure maximum availability.

Always compliant
TK Elevator offers you a complete certification, safety component and retrofitting service. Certified security and compliance improves safety and minimizes your risk liability. We always work in full compliance with legal regulations and all applicable norms and standards.

At TK Elevator, our aim is to make cities the best ever places to live: to move people safely, comfortably and efficiently, today and tomorrow.

We do this by intelligently applying existing technologies and developing next-generation solutions – working closely with you to advance an industry that moves more than 1 billion people per day, worldwide.



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Service Assurances

Our understanding is that you will require the following service assurances:

- That your **equipment will operate safely, reliably and at its optimum performance levels.**
- Maintenance of your equipment at a level that **enhances the building image.**
- That your equipment investment is protected with our maintenance service and its **lifespan will be maximized,** thereby eliminating expensive, pre-mature repairs and modernization.
- That your equipment will be maintained and serviced **in accordance with all national, state and local elevator codes.**
- We **will provide numbers to access us on a 24 hour, 7 day per week basis.** We are always there for you to assist with technicians to respond to your requests for service and provide technical engineering staff to assist technicians should they encounter unusual service problems.
- We will **maintain readily available supplies of high-quality replacement parts and components.** Our technicians are empowered to order these replacement parts and components prior to failure to prevent costly service interruptions, entrapment or injury.
- **Dedicated Regional Trainers** in each of our regions.
- We will remain unsurpassed in our **ability to service other manufacturers' products** with highly trained and skilled technicians with the expertise to diagnose and repair the equipment, provide replacement parts, and technical support.
- The local **Charleston & Savannah Branch of TK Elevator** (thyssenkrupp /dover elevator) has been a successful **operation providing service to the Coastal Carolinas area for over 35 years** and is conveniently located at 4365 Dorchester Road, North Charleston 29405. We also maintain a branch office in Savannah, GA and share technician coverage in the Beaufort area to guarantee efficient service.
- The Charleston & Savannah Branch currently services over 1700 elevators and **maintains all major brands of elevators**, OTIS, KONE, Schindler, Dover, U.S. Elevator, MCE, Virginia Controls, Westinghouse, Southern, and others.
- The Savannah & Charleston Branch currently **employs (14) Full Time Certified Elevator Mechanics**, all working out of the Charleston & Savannah Branches. The Service Technicians are designated to 10 dedicated service routes and 2 Full Time Repair Teams.
- **TK Elevator Corporation looks forward to cultivating our partnership** with Beaufort County School District to provide a comprehensive maintenance plan that is tailored to reduced unplanned shutdowns, provide proactive action plans and extend the life of the current elevators.
- You will be provided with a **dedicated Account Manager** who will be your contact for any service questions or issues and will be your first line of contact regarding your service program. He will also provide consultations for you regarding financial and budgetary planning, equipment modernization and upgrade recommendations, code compliance and interior planning and design.

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Uniforms / Vehicles / Subcontractors

- All TK service personnel are provided new uniforms displaying Company Name and logo.
- In addition, all employees working at the Beaufort County School District facility will have identification cards with their name, telephone number, payroll number, office address, and supervisor's name / phone number.
- All TK service technicians are provided with company vehicles with the company name, logo, vehicle number, and a telephone number to report any issues if ever necessary. Any parking passes required by SC Dept of Natural Resources will be obtained by TK and displayed as required.





- TK Elevator does not utilize subcontractors unless directed by Owner or needed for specific repairs such as cab interiors, building related work, etc. If any subcontractor is needed, TK Elevator will receive approval from the Owner prior to work.

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Transparency and Progress

TK Elevator will utilize our Customer Portal to share information with Owner regarding maintenance, entrapments, and major repairs.

- Customer Portal is an interactive online tool for customers to monitor their elevator and escalator equipment performance and service activity. The application is highly customizable to deliver the information a customer needs.
- Customers may set up email notifications any time a new service ticket is created, when a service ticket is completed or when we finish preventative maintenance. Customers can group units into portfolios that make sense to run their business and create customizable reports on these portfolios.

TK Elevator will set up monthly progress calls/meetings with Owner to discuss any repair recommendations, sick units, entrapments, etc. to ensure both parties are up to date on the condition of each unit.

TK Elevator will also provide an annual capital planner to Owner.

Contractors Representative:

Alec Rich will be the Contractor's representative. He will handle all requests related to Contractor's performance, official notices, etc.

Account Manager

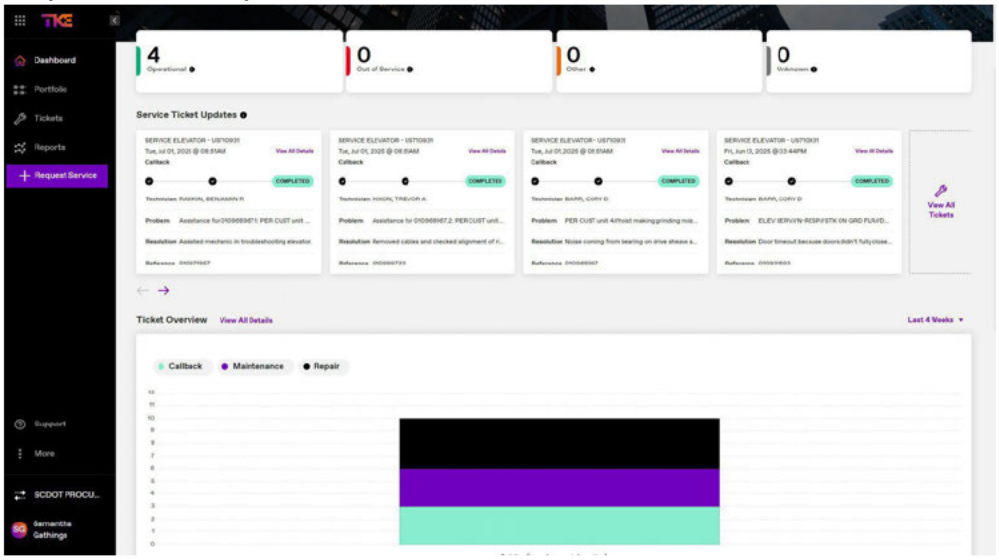
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Tracking Faults

Customer Portal is an interactive online tool for customers to monitor their elevator and escalator equipment performance and service activity. The application is highly customizable to deliver the information a customer needs.

Recent enhancements are now available to provide better transparency to the work we do for our customers. Customers may now set up email notifications any time a new service ticket is created, when a service ticket is completed or when we finish preventative maintenance. Customers can group units into portfolios that make sense to run their business and create customizable reports on these portfolios.



Callback Frequency Report: To trend how the potential for future callbacks based on the selected time period. The report includes all tickets excluding :

- Preventive maintenance
- Scheduled repair orders.
- Vandalism

Response Time: Reports how quickly, during the period selected, that technicians arrived onsite after a customer reported a problem. Measuring the time between when the service ticket is created by the dispatcher to the time it takes for a technician to arrive at the customer site.

Callback Count: Number of callbacks by site

The report includes all tickets excluding :

- Preventive maintenance
- Scheduled repair orders.

Callback Mean Time Report (aka: Callback Break Fix Cycle): Reports how long the period was between the time a request for service call is made and the time the unit is safely returned to service. Measuring the time between when the service ticket is created by the dispatcher to the time it takes for a technician to return the unit to service.

Work Orders By Type: Callbacks, Maintenance and Repairs

- Account history access to service and preventative maintenance call work performed.
- Dashboard with six standard reports with information that can be customized to show specific groups of units or buildings for varying time lengths.
- User management customizes access to information by roles within your organization to fit your business needs.
- Download reports export ticket data into a PDF /Excel.

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Technical Plan & Approach Overview

TK Elevator's Commitment to Beaufort County

- (14) Dedicated Full Time Service & Repair Technicians
- Local supervision and support
- Substantial back-up from surrounding major service centers
- Corporate management commitment to support of contract

Contract Execution Tools

- Direct, real-time communications via smartphone
- Engineered maintenance schedules
- Computerized recording and tracking of trouble calls
- "Red Alert" failure analysis/callback reduction program
- Equipment specific training commitment
- Quarterly Beaufort County School District / TK Elevator joint review of contract performance if requested
- Customer Portal Access

Computer Aided Route Planning

- Technicians assigned to planned routes for rapid response.
- Develop familiarity with unique building requirements and on-site personnel.
- Programmed route schedules ensure buildings are visited per contract requirements.
- Management review of service records.

Machine Shop Capabilities

- TK Elevator has its own machine shop facility. It is equipped with all machine tools (lathes, milling machines, etc.) to adequately support our maintenance customers and any major repair or modernization. Our machine shop has frequently operated on a 24-hour basis to meet emergencies to help our clients.

Inventory

- TK Elevator has over $4,000,000.00 national parts inventory that is computer controlled. In addition, it is TK Elevator's plan to meet or exceed all maintenance parts needs. In addition to our technician's well-stocked service vehicle, we also keep an on-site inventory in our local office 10 miles from SC Dept of Natural Resources.

Computerized Dispatching and Records

- Every dispatch action logged with dispatch time and problem found reporting.
- Service history of each elevator maintained in computer log.
- Red alert reports highlight problem units for extra service.
- Smartphones for rapid dispatching and troubleshooting.
- Supervisors monitor radio traffic to provide direction and assistance.
- Equipment configuration records on each unit speed parts ordering.

Auxiliary Services

- Genuine factory parts and computerized diagnostic equipment.
- Factory bulletins with the latest technical and equipment updates.
- Latest software improvements and upgrades.
- Code experts available at no additional cost, free ADA surveys.
- Complete modernization department.
- Extensive elevator parts products from accessibility lifts to gearless elevators and escalators.
- Design engineers to interface controllers with security and fire service systems.

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Technician Training

You want to hire someone you can trust. All Technicians are required to complete the full 4 years of I.U.E.C. training before becoming a fully licensed technician. In addition, TK Elevator provides numerous onsite continuing education training programs on various product lines utilizing our field engineers as instructors. We also send up to 6 technicians from the Southeast region per quarter to our International Technical Services facility in Atlanta, GA for continuing and specialized training on foreign and new components in our state of the art facility with our engineering team. All technicians are also required to complete 4 hours of safety training per quarter in our Savannah & Charleston offices.

Our field engineers' range of knowledge extends to non-TK Elevator/thyssenkrupp equipment. Acquired equipment is used to build in-house simulators – 75 in total – that play a pivotal role in both training and writing service manuals. All this is done to support our over 2,700 technicians so they understand how all elevators in the market work – inside and out.

All certified journeyman mechanics assigned to work on this equipment shall be trained as follows:

- Must have the ability to provide maintenance service on all of the different brands and types of vertical transportation equipment covered by this Contract Agreement.
- Must have the complete ability to adjust, troubleshoot and repair all of the different brands and types of vertical transportation equipment covered by this Contract Agreement.
- Must have the ability to test all of the different brands and types of vertical transportation equipment covered by this Contract Agreement.
- Must have the ability to modify or change the operational adjustments on all typed of vertical transportation equipment covered by this Contract Agreement, including those conditions that require modification to better serve Beaufort County's needs, improve reliability and to increase safety of operation.
- Must have the ability to adjust all types and brands of hydraulic control valves to improve reliability, safety of operation and performance of the equipment.
- Must have the ability to diagnose intermittent operational problems and make needed corrections, on driving machines, electrical controller equipment, door operators and other technical systems
- Shall not need the assistance of other elevator technicians to correct at least 99+% of all operational problems which may arise.
- Shall be trained to be efficient, accurate and responsible for completing all tasks without delays in accomplishing the tasks assigned in connection with the Contract Agreement.
- Shall be a courteous, self-starting, highly motivated, accurately focused, safety oriented person.
- Certified mechanics shall always exhibit an interest in carrying out each and every requirement of this Contract Agreement, without delays and excuses.

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Qualifications/Training and

TK Elevator embraces a customer-driven quality improvement process that generates continuous improvement and learning at both the personal and professional level. The process is powered by the leadership of TK managers at all levels who are the catalyst for developing performance objectives that are embraced throughout the organization and which bring value and honor to the company and its employees.

Our objective is to deliver superior elevator service, to distinguish the properties we service from those of our competitors, and to sustain consistently high levels of client/tenant satisfaction. To achieve these results, we cultivate feedback processes by which we will hold ourselves accountable. These include:

- Site inspections by supervisors and/or service managers on a weekly basis, documented by written reports.
- Quality Service Reviews (QSRs) that consist of a monthly walk-through by a superintendent.
- Regular Performance Conferences with building management.
- Customer Satisfaction Survey that allows every customer to personally grade our performance on critical factors.
- Random, unannounced, quality audits by TK's regional Field Service Auditors, who report directly to the District Vice President. These independent auditors assure that branch service operations are consistent throughout the regions and corporation.



Ensure Training

- **Right Team Right Training**
- Identify the right service team with the skill sets and experience you need.
- Union provides a comprehensive training program that all people entering the trade for the first time must complete. The training periods is of no shorter than five years, and following completion, the eligible mechanic must pass a comprehensive exam prior to becoming a certified IUEC elevator mechanic.
- All employees are continuously trained in safety practices and procedures.

Operational Excellence

- **Operational Excellence**
- Operational structure ensures constant monitoring of deliverables.
- Constant up-skilling.
- Manage safety and/or training issues.
- Process documentation and adherence.
- All labor provided by TK Elevator is provided by and affiliated with the international Union of Elevator Constructors (IUEC).

Quality Audit

- **Quality Assurance**
- Focus on doing it right the first time.
- Quarterly site inspections by Supervisors and/or Service Managers documented by written reports.
- Regular performance conference with building management.
- Semi-annual Quality Audit often including an instrumental vibration, noise and performance analysis.
- Random, unannounced, quality audits by TK's Regional Field Service Auditors, who report directly to the Regional President.

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Qualifications / Dispatch / Response

Our customers will have a primary Service Technician in each area assigned to the properties for routine preventative maintenance. This same technician will respond to any normal hour callback to the facility. In a normal callback situation, whether an elevator is out of operation or not, the local branch Service Manager will be notified.

The Service Manager as well as the Service Technician will ensure that the guaranteed response time of 60 minutes during regular business hours and 90 minutes during overtime hours for elevators out of service be met. If either resident technician cannot meet the contractual response times, the Service Manager will dispatch a bordering technician to handle the call. Please refer to service bid clarifications for more info. During overtime or holiday callbacks, the "on call" technician will respond to each call.
TK Elevator Mechanics are all equipped with a Smartphone. This provides increased Communication & Documentation both internally and externally.

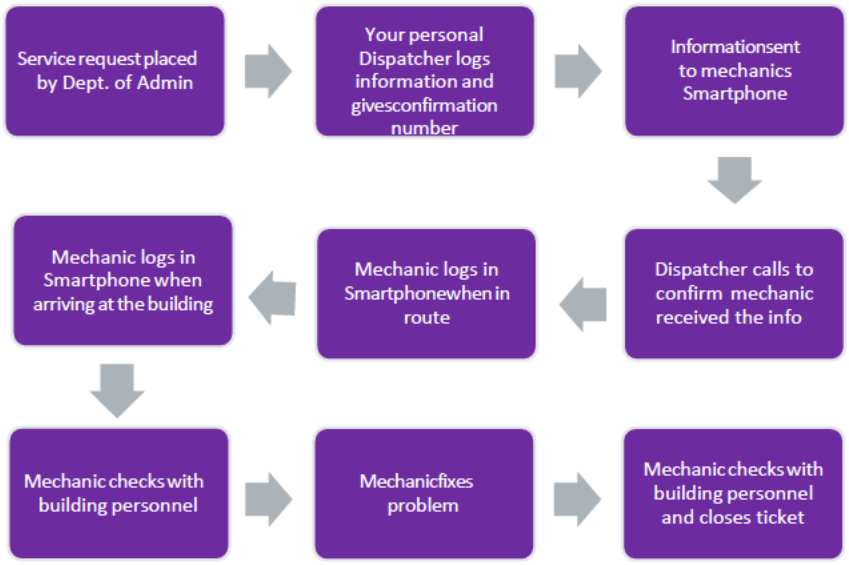
Please note, all trouble calls and maintenance tasks are recorded through TK Elevator operating system.

Working Business Hours

1. Our 24-hour 7-day a week service number is (843) 529-3936.
2. Report the problem as specifically as possible, giving the building name and address, your name and the exact elevator affected.
3. If possible, give a brief description of the problem, i.e., door not opening, car not answering calls, etc.

Weekends and Holidays

1. Follow the daytime procedures as noted.
2. Your call to (843) 529-3936 will be taken by our trained personnel located at TK Communications. Please provide all requested information, including phone number where you can be reached.
3. The designated service mechanic will call you back to verify your need for service and to advise you of the approximate arrival time.



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Company Structure and History

Charleston Office Address
TK Elevator
4365 Dorchester Road Ste 208
North Charleston, SC 29405
Phone: (843)
Website: www.TKelevator.com

TK Elevator Corporation 3100
Interstate N Cir SE Atlanta, GA
30339

About TK Elevator Corporation:

TK is a diversified industrial group with traditional strengths in materials and a growing share of capital goods and service businesses. Over 50,000 employees in nearly 100 countries work with passion and technological know-how to develop high quality products and intelligent industrial processes and services for sustainable progress. Their skills and commitment are the basis of our success. In fiscal year 2021/2022 TK generated sales of around €8.5 billion.

TK Elevator brings together the Group's global activities in passenger transportation systems. With sales of €8.5 billion in fiscal 2021/2022 and customers in over 100 countries, TK Elevator built its position as one of the world's leading elevator companies from scratch in a mere 40 years' time applying TK unique engineering capabilities. With more than 50,000 highly skilled employees, the company offers smart and innovative products and services designed to meet customers' individual requirements. The portfolio included passenger and freight elevators, escalators and moving walks, passenger boarding bridges, stair and platform lifts as well as tailored service solutions for all products. Over 1,000 locations around the world provide an extensive sales and service network to guarantee closeness to customers.

TK Elevator Americas is the largest producer of elevators in the Americas, with more than 15,500 employees in over 230 branch and service locations. TK Elevator Americas oversees all business for the operations in the United States, Canada, Central and South America.

Together with our customers we develop competitive solutions for current and future challenges in their respective industries. With our engineering expertise we enable our customers to gain an edge in the global market and manufacture innovative products in a cost and resource-friendly way. Our technologies and innovations are the key to meeting diverse customer and market requirements around the world, growing on the markets of the future, and generating strong and stable earnings, cash flows and value growth.

TK Elevator is not a publicly traded company and financial statements are not public information. Redacted financial statements can be shared upon request.

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STANDARD BID CLARIFICATIONS
(Service)

These Standard Bid Clarifications shall be made a part of this bid and any subsequent Agreement issued pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Standard Bid Clarifications shall prevail. Any clarifications presented by TK Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof and shall govern in the event of conflict with other documents.

These Standard Bid Clarifications are not all-inclusive, and TK Elevator Corporation submits these Standard Bid Clarifications with its bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by TK Elevator Corporation Contracts Department and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of TK Elevator Corporation to indemnify, defend and hold any Indemnified Party or Parties harmless shall be limited to TK Elevator Corporation's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an Indemnified Party, or for bare allegations.

2. Any required parties shall be added to TK Elevator Corporation's general liability insurance policy as an additional insured, to be evidenced by TK Elevator Corporation's manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TK Elevator Corporation's acts, omissions or negligence, and shall not apply to the extent caused by the additional insured's own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.

3. In no event shall TK Elevator Corporation be liable for any indirect, special, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

4. Contractor agrees that liquidated damages for delay may be assessable as hereinafter set forth, provided all schedules and completion dates and any changes thereto shall be agreed to in writing by both parties before becoming effective, and progress of the work shall be upon reference thereto. Contractor's commencement under any such schedule shall be based upon job readiness to receive Contractor's work. Contractor's liability for liquidated damages shall be limited to the proportionate amount that Contractor's fault bears to the total amount of liquidated damages If assessed as provided herein, liquidated damages specific to this project only shall apply in the amount of Two hundred and Fifty Dollars and no/100 ($250.00) per day.

5. TK Elevator will promptly and efficiently answer all service calls and provide status updates, service requests can be made 24/7, and all office personnel are typically available between 7AM and 5PM, however TK Elevator is unable to guarantee a 60 minute response time due to factors that may be outside our control. This could be impacted by weather, traffic, etc.

Misc: The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

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Beaufort County School District

Solicitation Number: 26-019
Date Printed: February 9, 2026
Date Issued: February 23, 2026
Procurement Officer: Kaylee Yinger, CPPB, NIGP
Phone: 843-322-2349
Email: Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposals (RFP)

DESCRIPTION: **District Elevator Maintenance Services**
SUBMIT OFFER BY (Opening Date & Time): **March 24, 2026 ; 4:00 PM EST**
QUESTIONS MUST BE RECEIVED BY: **March 17, 2026 ; 4:00 PM EST**
NUMBER OF COPIES TO BE SUBMITTED: **Six (6) Original Signed Copies**
Two (2) USB - One (1) Redacted
Bidnet (1) Original, (1) Redacted

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

Electronic Bid Submissions will be accepted through the following we address: Here

CONFERENCE TYPE: LOCATION:

Conference / Site Visits
DATE & TIME:
AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after March 24, 2026. The award, this solicitation, and any amendments will be posted at the following web address: http://beaufortschools.net.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 90 calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer) ENTITY TYPE:

TK ELEVATOR CONTRACTOR/SUPPLIER

Signed by: [redacted]
EZ248A8F1D5D4EA...

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

[redacted] GENERAL MANAGER

PRINTED NAME TITLE

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.

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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):
TK ELEVATOR C/O ALEC RICH 4365 DORCHESTER ROAD STE 208 NORTH CHARLESTON, SC 29405	TK ELEVATOR C/O ALEC RICH 4365 DORCHESTER ROAD STE 208 NORTH CHARLESTON, SC 29405
PHONE NUMBER: [redacted]	
EMAIL ADDRESS: [redacted]	

PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
TK ELEVATOR **PO BOX 3796** **CAROL STREAM, IL 6032-3796**	**TK ELEVATOR** **PO BOX 3796** **CAROL STREAM, IL 6032-3796**
☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Home Notice Address (check one only)	☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS: Amendment Number Amendment Issue Date

PLEASE REFER TO "SERVICE BID CLARIFICATION" SHEET ATTACHED BEFORE PAGE 1 OF THIS AGREEMENT. ISSUED 3/17/2027.

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

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1.0 SCOPE OF SOLICITATION:

1.1 ACQUIRE SERVICES:

Beaufort County School District (hereinafter, "the District" and "BCSD") invites all qualified providers to submit proposals to perform all required inspection and testing services , **Elevator Inspection, Maintenance and Repair Services** as outlined in the latest version of the International Building Code required by the South Carolina Department of Education, Office of School Facilities, complying with the enclosed description and/or specifications and conditions for this solicitation.

Beaufort County School District is located in the heart of the South Carolina Low Country. It is a land rich in natural beauty, history and resources and an area of economic contrast and cultural diversity. The District is a public-school district which serves approximately 22,000 students and approximately 2,300 full time employees; currently comprised of twenty-one elementary/early childhood centers, two PK-8 Academies, six middle and six high schools, one Alternative Program, one vocational school, and an Administrative Office.

1.2 MAXIMUM CONTRACT PERIOD (ESTIMATED):

April 2026, through March 2031.
(Extensions beyond this contract period must be approved by the BCSD Superintendent)

2.0 INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

2.0.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015):

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT – EVEN IF NOT CAPITALIZED. THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT – means a document issued to supplement the original solicitation document.
BCSD – means the Beaufort County School District
BOARD – means the elected Board of Education of the Beaufort County School District
BUYER – means the Procurement Officer
CHANGE ORDER- means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT MODIFICATION- means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR- means the Offeror receiving an award as a result of this solicitation.

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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.

LOWEST CORRESPONDING PRICE (LCP) – means the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-Rate applicant for similar services. See 47 CFR § 54.500(f).

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

OFFEROR- means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provision entitled "Signing Your Offer" and "Bid/Proposal as Offer to Contract."

ORDERING ENTITY- Using Governmental Unit that has submitted a Purchase Order.

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

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

YOU and YOUR- mean Offeror.

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

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

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a "Statewide Term Contract" as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

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

2.0.2 AMENDMENTS TO SOLICITATION (JAN 2004):

a) This solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://beaufortschools.net.

b) Offerors shall acknowledge receipt of any amendment to this solicitation

1) by signing and returning the amendment,

2) by identifying the amendment number and date in the space provided for this purpose on Page Two,

3) by letter, or

4) by submitting a bid that indicates in some way that the bidder received the amendment.

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c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

2.0.3 AUTHORIZED AGENT (FEB 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer.

2.0.4 AWARD NOTIFICATION (FEB 2015):

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

2.0.5 BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):

By submitting Your Bid or Proposal, You are offering to enter into a contract with the BCSD. 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 in this solicitation. An Offer may be submitted by only one legal entity, "joint bids" are not allowed.

2.0.6 BID ACCEPTANCE PERIOD (JAN 2004):

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

2.0.7 BID IN ENGLISH & DOLLARS (JAN 2004):

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

2.0.8 BOARD AS PROCUREMENT AGENT (FEB 2015):

The Procurement Officer is an employee of the Board acting on behalf of the District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

2.0.9 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION

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16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS**.**

a) By submitting an offer, the offeror certifies that –

1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraph(s) (a)(1) through (a)(3) of this certification.

c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.0.10 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

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a) By submitting on Offer, Offeror certifies, to the best of its knowledge and belief, that-

    1) Offeror and/or any of its Principals-

        i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
        ii) 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 offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
        iii) Are presently not indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.

    2) 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.

b) ” Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

d) If Offeror is unable to certify the representations stated in paragraphs a) 1) and 2), 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 for the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

e) 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

f) 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

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available to the BCSD, the Procurement Officer may terminate the contract resulting from this solicitation for default.

2.0.11 CODE OF LAWS AVAILABLE:

The Beaufort County School District Procurement Code is available at http:// beaufortschools.net . The South Carolina Regulations are available at http://www.scstatehouse.net/coderegs/statmast.htm.

2.0.12 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 judgment, and

b) Preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any 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.

2.0.13 DEADLINE FOR SUBMISSION:

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing mail room at 2900 Mink Point Blvd, which services that purchasing office prior to the bid opening (R.19-445.2070(H)).

2.0.14 DRUG FREE WORKPLACE CERTIFICATION (JAN 2004):

By submitting an Offer, Offeror 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.

2.0.15 DUTY TO INQUIRE (FEB 2015):

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

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Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to BCSD's attention.

2.0.16 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:

a) Section 8-13-700, regarding use of official position for financial gain;

b) Section 8-13-705, regarding gifts to influence action of public official;

c) Section 8-13-720, regarding offering money for advice or assistance of public official;

d) Sections 8-13-755 and 8-13-760, regarding restriction on employment by former public official;

e) Section 8-13-755, prohibiting public official with economic interest from acting on contracts;

f) Section 8-13-790, regarding recovery of kickbacks;

g) Section 8-13-1150, regarding statements to be filed by consultants; and

h) Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

2.0.17 OMIT TAXES FROM PRICE (JAN 2004):

Do **not** include any sales or use taxes in your price that BCSD may be required to pay.

2.0.18 PROTESTS (JUNE 2006):

Any prospective Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief

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requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate chief procurement officer within the time provided.

2.0.19 PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):

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

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

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 District during the period beginning eighteen months prior to the Opening Date.**

2.0.20 PUBLIC OPENING (JAN 2004):

Offers will be publicly opened at the date/time and at the location identified on the cover page, or last Amendment, whichever is applicable.

2.0.21 QUESTIONS FROM OFFERORS (FEB 2015):

a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question.**
b) The BCSD seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

2.0.22 REJECTION/CANCELLATION:

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The BCSD may cancel this solicitation in whole or in part. The BCSD may reject any or all proposals in whole or in part. A minimum of three bids is desired. If less than three bids are received, BCSD will make a determination.

2.0.23 RESPONSIVENESS / IMPROPER OFFERS (JUN 2015):

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 that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. 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 BCSD 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 BCSD may reject an Offer as non-responsive 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 BCSD 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 provision of the solicitation

2.0.24 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.

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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 Venture 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.

2.0.25 BCSD OFFICE CLOSINGS:

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the BCSD 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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If BCSD offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

2.0.26 SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov):

a) 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

1) a trade secret as defined in Section 30-4-40(a)(1) or

2) privileged and confidential, as that phrase is used in Section 11-35-410.

b) 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.

c) 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.

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d) 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 BCSD 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.

e) 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.

f) In determining whether to release documents, the BCSD will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "confidential" or "trade secret" or "PROTECTED".

g) By submitting a response, Offeror agrees to defend, indemnify and hold harmless the BCSD, its officers, and its employees, from every claim, demand, loss, expense, cost, damage, or injury, including attorney's fees, arising out of, or resulting from withholding information by the District, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

2.0.27 SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015):

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the following instructions:

a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

b)

1) All copies of the Offer or, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package.

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2) Submit your offer or modification to the address on the Cover Page.

3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder.
If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the fact thereof.

c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.

d) Submit the number of copies indicated on the Cover Page.

e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

2.0.28 WITHDRAWAL OR CORRECTION OF OFFER:

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

2.1 SPECIAL INSTRUCTIONS

2.1.1 BACKGROUND CHECKS:

All persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on BCSD property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on BCSD property. The contractor/vendor is solely responsible for all fees and/or charges associated with completion of the background check(s) required herein. The BCSD reserves the right to deny access to any employee, contractor of person caused to be present on BCSD property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost. You shall obtain a background check directly through the vendor we use for employee and volunteer screening. The cost is $19.95 per person on average.

https://www.beaufortschools.net/community/working-with-the-district/vendor-background-checks
For more information, please visit the website using the URL above.

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2.1.2 BID BOND (JAN 2006): **NON-APPLICABLE**

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

2.1.3 BOARD APPROVAL REQUIRED (JAN 2006):

Any award is subject to prior approval by the BCSD Board.

2.1.4 CLARIFICATION (NOV 2007):

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of this 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.

2.1.5 CONTENTS OF OFFER (RFP) – (FEB 2015):

a) Offers should be complete and carefully worded and should convey all of the information requested.

b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c) The contents of your offer must be divided into two parts, the technical proposal, and the business proposal. Each part should be bound in a single volume.

d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

2.1.6 ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015):

In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposal must be on separate media. Every disk or USB drive must be labeled with the solicitation number, and the offeror's name, and specify whether its contents address technical proposal or business proposal. If disk sets are provided, each disk

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in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

2.1.7 MAIL PICK-UP:

The District picks up mail from the USPS Drawer 309 once daily around 8:30 a.m. excluding weekend and holidays. (See deadline for submission of offer Page 1) Please note that it is the vendor's responsibility to be sure their proposal arrives at the Procurement Department – District Office at the specified date and time.

2.1.8 OPENING PROPOSALS – INFORMATION NOT DIVULGED (FEB 2015):

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening.

2.1.9 PRICE AS DISCOUNT (JAN 2006):

Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described.

2.1.10 PROTEST – CPO:

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

a) by email to: kaylee.yinger@beaufort.k12.sc.us

b) by facsimile at 843-322-0748

c) by post or delivery to P.O. Drawer 309, Beaufort, SC 29901-0309 OR
2900 Mink Point Boulevard, Beaufort, SC 29902.

3.0 SCOPE OF WORK/SPECIFICATIONS

3.0.1 SCOPE OF WORK:

The Beaufort County School District ("BCSD") is pleased to invite qualified elevator inspection, maintenance, and repair firms to submit proposals in response to this Request for Proposals ("RFP"). The purpose of this solicitation is to acquire all necessary labor, material, and equipment to perform all services for outlined in this RFP and in the latest version of the International Building Code required by the South Carolina Department of Education, Office of School Facilities, complying with the enclosed description and/or specifications and conditions for the Beaufort County School District.

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The **Elevator Inspection, Maintenance and Repairs Services** will be required for a comprehensive elevator maintenance program for all K-12 schools and district facilities. The district currently operates and maintains elevators manufactured by Thyssenkrupp, Oracle, Otis, and Schindler. The selected service provider will be responsible for ensuring safe, dependable, and code-compliant operation of all district elevators.

The selected service provider will be responsible for ensuring that all district elevators operate safely, efficiently, and in full compliance with local, state, and federal regulations. Their duties include minimizing downtime and maximizing the operational readiness of all elevator units across the district. Through the implementation of comprehensive preventative and corrective maintenance programs, the provider will work to extend the service life of elevator equipment. Additionally, they must deliver prompt and responsive emergency and non-emergency repair services while maintaining thorough documentation of all maintenance and repair activities to ensure transparency and accountability.

3.0.2 REQUIRED SERVICES:

The contractor shall perform the following services for all district elevators, regardless of manufacturer:

1) Preventative Maintenance:
   a) Conduct scheduled inspections and routine maintenance according to the manufacturer's recommendations and industry best practices for Thyssenkrupp, Oracle, Otis, and Schindler elevators.
   b) Lubricate, adjust, and clean all components as required.
   c) Test safety devices, controls, and communication systems.
   d) Replace worn or defective parts with OEM or district-approved equivalents.
   e) Corrective Repairs:
   f) Diagnose and repair malfunctions, breakdowns, or failures in a timely manner.
   g) Provide all necessary labor, parts, and materials for repairs.
   h) Coordinate with district personnel to minimize disruption to school operations.
   i) Emergency Services:
   j) Provide 24/7 emergency response for elevator entrapments, failures, or safety hazards.
   k) Respond to emergency calls within the response time specified in the contract (e.g., within 60 minutes).

2) Compliance and Testing:
   a) Ensure all elevators meet or exceed applicable codes (e.g., ASME A17.1, ADA, local building codes).
   b) Coordinate and support required inspections by authorities having jurisdiction.
   c) Documentation and Reporting:
   d) Maintain detailed service records for each elevator, including dates, services performed, parts replaced, and technician notes.
   e) Provide monthly and annual reports summarizing maintenance activities, outstanding issues, and recommendations.

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3) Training and Support:
   a) Offer basic operational training to designated district staff as needed.
   b) Advise the district about upcoming code changes, required upgrades, or modernization needs.

3.0.3 EQUIPMENT COVERED:

The maintenance program will include all elevators installed and operated by the district, specifically including but not limited to units manufactured by Thyssenkrupp, Oracle, Otis, and Schindler. The contractor is responsible for maintaining familiarity and technical competence with each manufacturer's systems and components.

3.0.4 PERFORMANCE STANDARDS:

a) All work must be performed by certified, licensed elevator technicians.
b) Service provider must maintain adequate inventory of common replacement parts for covered manufacturers.
c) All maintenance and repairs must be completed in accordance with the manufacturers' specifications and district requirements.
d) Contractor must comply with all applicable safety and regulatory requirements.

3.0.5 PERFORMANCE LOCATION:

After award, all deliveries shall be provided to the locations specified by this Solicitation. This solicitation will also cover Beaufort Jasper Academy for Career Education.

3.0.6 QUALITY – NEW: All items must be new. Factory seconds are not acceptable.

4.0 INFORMATION FOR OFFEROR TO SUBMIT:

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all goods meet the requirements of this RFP.

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4.0.1 The **Proposal** shall include the information listed below, tabbed and indexed in the following sequence:

4.0.1.1. Offeror shall submit a signed Cover Page and Page Two.

4.0.1.2 Cover Letter:

The Offeror will provide a cover letter describing a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the District's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of the Offeror. An Officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the Cover Page.

4.0.1.3 Executive Summary:

A business or executive summary of the Offeror's firm. Inclusion of historical and financial information about the firm is encouraged. Section is limited to three (3) pages, exempting financials.

4.0.1.4 Offeror Profile:

The Offeror must provide a profile of its organization and all other companies who will be providing services through a dealer, distributor, or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of firm submitting proposal
- Main office address, telephone number, fax number
- Primary contact email address and website address
- If a corporation, when and where incorporated
- List any dba's
- Number of years in business
- Total number of employees
- State acceptance of Procurement Cards as required in Section 7.1.23.

4.0.1.5 Narrative on the approach to the Scope of Work:

4.0.1.5.1 Briefly state your firm's understanding of the work to be done and make positive commitment to perform the work.

4.0.1.6 Certifications: Vendor shall certify that all certifications required to complete elevator inspections, maintenance and repairs. Please list certifications by staff member dedicated to BCSD projects.

4.0.1.7 References:

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Vendor must provide certification that their firm or principals of the firm have been successfully providing services to commercial accounts for a minimum of five (5) years (list schools districts you are currently serving first). Please include account name, contact name, address, and phone number for references.

Provide five (5) references of public agencies where services of similar size and scope have been performed in the last twenty-four (24) months. References must include organization names, addresses, names of contact persons, email address, and telephone numbers for such references.

4.0.1.6 Financial Stability: Each Offeror must provide their audited end-of-year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years.

4.0.1.8 All objections, exceptions and observations regarding the specified Services and requirements collated in a separate document with regards to specific Section to which the offeror objects, takes exception(s), or provide(s) observation

Offeror should submit all other information and documents requested in this part and in parts 2.1 - Special Instructions; 3.0 - Scope of Work; 4.0 Information for Offeror to Submit; 5.0 - Qualifications; 8.0 - Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section 9.0 - Attachments to Solicitations.

5.0 QUALIFICATIONS:

5.0.1 QUALIFICATIONS OF OFFEROR (MAR 2015):

a) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider:

(i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or
(ii) any subcontractor you identify.

b) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

c) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.”

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5.0.2 QUALIFICATIONS – SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):

a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

1. Contractor must presently be providing services or have provided such services within the last 18 months for a K-12 school district(s) or commercial business(es) with similar specifications.

2. Contractor shall be licensed and permitted to perform all work included in this RFP, including any special licenses and/or permits. Copies of all licenses and/or permits must be submitted with this RFP.

3. Contractor must have staff support to provide an effective quality control program, a training program and make available technical support on a daily basis required by the District.

4. All equipment, materials, supplies, and parts (other than those specifically excluded in writing) to perform the services described will be the responsibility of the Contractor. District reserves the right to not accept substitutions.

5. Contractor must provide evidence of a sound financial position for the past three (3) fiscal/calendar years of the proposer, such as furnishing copies of formal financial statements or statements of financial integrity from each bank of whom the proposer was a business customer on letterhead of the financial institution and signed by an officer of the institution.

6. Contractor must have a record of at least three (3) years of a successful experience with a school district(s) or commercial business(es) similar into the specifications.

If Applicable:

1. The Contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The Contractor or sub-Contractor(s) of the Contractor will not employ at less than the established federal and state minimum wage. The Contractor will give each employee a criminal background check. All preliminary criminal background checks must be completed prior to employment and the reports on each employee **must** be submitted to the Chief Operations Officer (COO) or designee. This check must include a South Carolina and Nationwide criminal background check to include sex offenders and aliases. The District is currently under contract with Background Investigative Bureau for this service. All costs for criminal background checks are the responsibility of the Contractor. No employee who has a police record other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District.

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Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol or tobacco, or use of illegal drugs or possession of weapons on BCSD property. All employees shall be dressed in an appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance. Uniforms and BCSD approved identification badges shall be worn which fully identify the worker as a member of the Contractor's workforce.

2. Contractor must be an established business entity, registered, and licensed to do business in **Beaufort County and/or the City of Beaufort, the Town of Bluffton, the Town of Hilton Head Island, the Town of Port Royal and Jasper County** in the State of South Carolina. Contractor must submit proof of such annually.

3. The successful Contractor will have adequate insurance coverage to protect interests of the Contractor as well as the school district including workers' compensation coverage for employees of the Contractor. The Contractor must submit a certificate of insurance showing all required coverage, and resubmit annually or more often as needed to show continuous coverage. See Section 7.1.4 for required coverage.

4. It is the responsibility of the Contractor to secure all equipment during and after use to prevent injury to students or any person not authorized to use such equipment.

5. Contractor shall designate, in writing, to the COO or designee, a contact person for daily operations.

6. The COO or designated representative may conduct, at any time, Quality Assurance inspections to assure contract compliance. Contractor must provide a manager to accompany the BCSD inspector.

5.0.3 QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked "Exceptions" and clearly detailed in proposer's response.

a) The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.

b) Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.

c) INSURANCE COVERAGE:

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Prior to contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the District as Additional Insured shall be provided to the District. See Section 7.1.4 for required coverage

e) A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.

f) A list of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.

g) Must have a clear understanding of industry standards and best practices.

h) Offeror shall provide with their proposal copies of all appropriate certifications, licenses, and permits, as well as evidence to support the documentation.

i) Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state, and local laws, statutes, ordinances, rules, and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.

j) Must have the capacity to acquire all bonds, escrows or insurance as outlined in the terms of this RFP.

k) List of failed projects, suspensions, debarments, and significant litigation.

l) List of at least five (5) references of similar projects for these services.

5.1 SUBCONTRACTOR IDENTIFICATION:

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the BCSD may evaluate your proposed Subcontractors

6.0 AWARD CRITERIA:

6.0.1 AWARD CRITERIA – PROPOSALS:

Award will be made to the highest ranked responsive and responsible Offerors whose offer is determined to be the most advantageous for the District.

6.0.2 AWARD TO MULTIPLE OFFERORS (JAN 2006):

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Award may be made to more than one Offeror.

6.0.3 DISCUSSIONS AND NEGOTIATIONS (FEB 2015):

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussion, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R. 19-445.2095(l)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

6.0.4 EVALUATION FACTORS – PROPOSALS:

Proposals will be evaluated by a Selection Committee based on the evaluation criteria listed in the Section below. Each proposal will be evaluated both objectively and as compared to the other responses. All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the District will be deemed non-responsive. The Selection Committee may consist of representatives of the Project Team and any other persons appointed by the District. **Proposer should not attempt to contact members of the evaluation committee during the period of the solicitation. Violation of these restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of the State Ethics Act.**

To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be disregarded.

Evaluation of proposals will be based on the following criteria:

- **Ability to Service and Maintain District Elevators**
- **Feedback from Client References**
- **Overall Cost**
- **Company Experience and Professional Qualifications**
- **Responsiveness and Completeness of Proposal**

6.0.5 UNIT PRICE GOVERNS (JAN 2006):

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In determining award, unit prices will govern over extended prices unless otherwise stated.

7.0 TERMS & CONDITIONS- A. GENERAL

7.0.1 ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

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

i) Proof of the assignment,
ii) the identity (by contract number) of the specific District contract to which the assignment applies, and
iii) the name of the assignee and the exact address or account information to which assigned payments should be made.

b) If Contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, Contractor shall provide the procurement officer prompt written notice of such change.

c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

7.0.2 BANKRUPTCY - GENERAL (FEB 2015):

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 Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all BCSD 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 BCSD upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

7.0.3 CHOICE OF LAW (JAN 2006):

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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.

7.0.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

a) Any Contract resulting from this solicitation shall consist of the following documents:

1) a Record of Negotiations, if any, executed by you and the Procurement Officer,

2) the solicitation, as amended,

3) documentation of clarifications 11-35-1520(8) or discussions 11-35-1530(6) of an offer, if applicable,

4) your offer,

5) any statement reflecting the District's final acceptance (a/k/a "award"), and

6) purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation:

i) a purchase order or other instrument submitted by the BCSD or
ii) any invoice or other document submitted by Contractor, or
iii) any privacy policy, terms of use, or end user agreement.

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

7.0.5 DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

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

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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.

7.0.6 DISPUTES (JAN 2006):

a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Beaufort 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.

7.0.7 EQUAL OPPORTUNITY (JAN 2006):

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.

7.0.8 FALSE CLAIMS (JAN 2006):

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

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7.0.9 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.

7.0.10 NO INDEMNITY OR DEFENSE (FEB 2015):

Any term or condition is void to the extent it requires BCSD to indemnify, defend, or pay attorney's fees to anyone for any reason.

7.0.11 NOTICE (JAN 2006):

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 BCSD shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

7.0.12 PAYMENT AND INTEREST (FEB 2015):

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

b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two."

c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the BCSD

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shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

d) Amounts due to the BCSD shall bear interest at the rate of interest established by the South Carolina Controller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section -34-31-20, are expressly waived by both parties. If a count, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied a simple interest without compounding.

f) The District shall have all of its common law, equitable and statutory rights of set-off.

7.0.13 PUBLICITY (Jan 2006):

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

7.0.14 PURCHASE ORDERS (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

7.0.15 SURVIVAL OF OBLIGATIONS (JAN 2006):

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.

7.0.16 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 BCSD, 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 BCSD. It

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shall be solely the BCSD'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 BCSD to Contractor, Contractor shall be liable to the BCSD 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.

7.0.17 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):

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.

7.0.18 THIRD PARTY BENEFICIARY (JAN 2006):

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.

7.0.19 WAIVER (JAN 2006):

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

7.1 TERMS AND CONDITIONS – B. SPECIAL:

7.1.1 BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015):

a) All government information (as defined in the clause herein entitled "Information Security – Definitions") shall belong exclusively to the District and Contractor has no legal or equitable interest in, or claim to such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, District information in its possession and/or under its control will be considered property of its bankruptcy estate.

b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to

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the District, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the District.

c) In order to protect the integrity and availability of district information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information.

7.1.2 CHANGES (JAN 2006):

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

1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the BCSD in accordance therewith;

2) method of shipment or packing;

3) place of delivery;

4) description of services to be performed;

5) time of performance (*i.e.*, hours of the day, days of the week, etc.); or,

6) place of performance of the services.

Subparagraphs 1) to 3) apply only if supplies are furnished under this contract. Subparagraphs 4) to 5) apply only if services are performed under this contract.

b) Adjustments of Price or Time for Performance: If any such change increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided that the BCSD promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

7.1.3 COMPLIANCE WITH LAWS (JAN 2006):

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

7.1.4 CONTRACT LIMITATIONS (JAN 2006):

No sales may be made pursuant to this Contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this Contract and may subject Contractor to suspension or debarment.

7.1.5 CONTRACTOR'S LIABILITY INSURANCE – GENERAL (FEB 2015):

a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

b) Coverage shall be at least as broad as:

1) Commercial general Liability (CGL): Insurance Services Office (ISO) Form Number CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in this policy.

2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the

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Contractor's insurance at least as broad as ISO Form Number CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, every applicable Using Governmental Unit, and the officers, officials, employees, and volunteers of any of them. Any insurance or self-insurance maintained by the District, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

f) Should any of the above-described policies by cancelled before the expiration date thereof; notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

g) Contractor hereby grants to the District and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District or applicable Using Government Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insure, coverage, or other special circumstances.

7.1.6 CONTRACTOR PERSONNEL (JAN 2006):

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.

7.1.7 CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):

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The Contractor shall provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The Contractor must act as the prime Contractor and assume full responsibility for any Subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7.1.8 DEFAULT:

a) 1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –

i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause; or
iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 19 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.

b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

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e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any

1) completed supplies, and

2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the procurement officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the Contractor's rights under the Disputes clause.

h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.1.9 ESTIMATED QUANTITY - UNKNOWN (JAN 2006):

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

7.1.10 ILLEGAL IMMIGRATION:

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in

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compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors, language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

7.1.11 INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL (FEB 2015):

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

7.1.12 INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015):

a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security – Definitions) cause in whole or in part by any act or omission of Contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or

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an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

b) Indemnitee must notify Contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve Contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such action. Indemnitee must reasonably cooperate with Contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege_ and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow Contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in Contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise, or consent:

   i. includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and
   ii. is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability, or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction

c) Notwithstanding any other provision, Contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees.

7.1.13 INDEMNIFICATION - INTELLECTUAL PROPERTY (FEB 2015):

a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. BCSD shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. BCSD shall allow Contractor to settle such claim so long as

   1) all settlement payments are made by Contractor, and

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2) the settlement imposes no non-monetary obligation upon BCSD.
BCSD shall reasonably cooperate with Contractor's defense of such claim.

b) In the event an injunction or order shall be obtained against BCSD's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either:

1) procure for BCSD the right to continue to use, or have used, the acquired item, or

2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by BCSD.

If neither (1) nor (2), above, is practical, BCSD may require that Contractor remove the acquired item from BCSD, refund to BCSD any charges paid by BCSD therefore, and take all steps necessary to have BCSD released from any further liability.

c) Contractors' obligations under this paragraph do not apply to a claim to the extent

1) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD unless Contractor knew its compliance with the BCSD's specifications would infringe an IP right, or

2) that the claim is caused by Contractor's compliance with specifications furnished by the BCSD if the BCSD knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

7.1.14 INFORMATION SECURITY – DEFINITIONS (FEB 2105):

The following definitions are used in those clauses that cross reference this clause.

Compromise – means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

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Data – means a subset of information in an electronic format that allows it to be retrieved or transmitted.

District Information – means information (i) provided to Contractor by, or generated by Contractor for, the District or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.

Information – means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information System – means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public Information – means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software – means any computer program accessed or used by the District or a third party pursuant to or as a result of this contract.

Third Party – means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

Unrestricted Information – means:

1) public information acquired other than through performance of the work,
2) information acquired by Contractor prior to contract formation,
3) information incidental to your contract administration, such a financial, administrative, cost or pricing, or management information, and
4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based Service – means a service accessed over the internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

7.1.15 LICENSES AND PERMITS (JAN 2006):

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 BCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

7.1.16 MATERIAL AND WORKMANSHIP (JAN 2006):

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Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended.

7.1.17 NEPOTISM POLICY:

The Contractor shall immediately report to the Chief Finance and Operations Officer any current or pending employment of an immediate family member of the BCSD Superintendent, Executive Leadership Team, School Principals, Facilities Planning and Construction Officer, or Procurement/contracting personnel.

7.1.18 OWNERSHIP OF DATA & MATERIALS (JAN 2006):

All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

7.1.19 PERFORMANCE BOND REQUIRED: **NON-APPLICABLE**

A Performance Bond and a Labor and Material Payment Bond **will** be required for 100% of the proposed/contracted amount on the various projects that exceed $50,000. The bonds must be 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) time 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.

7.1.20 PRICE ADJUSTMENTS (JAN 2006):

a) 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):

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

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

   3) 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;

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

   5) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by

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the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

b) Submission of Price or Cost Data: Upon request of the Procurement Officer, the Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

7.1.21 PRICE ADJUSTMENT – LIMITED – AFTER INITIAL TERM ONLY (JAN 2006):

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the procurement officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends Contractor notice rejecting the requested price increase.

7.1.22 PRICE ADJUSTMENTS – LIMITED BY CPI "OTHER GOODS AND SERVICES" (JAN 2006):

Upon request and adequate justification, the Procurement Officer may grant a price increase up to but **not to exceed 3%,** the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods and Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

7.1.23 PURCHASING CARD (JAN 2006):

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows BCSD to make authorized purchases from a vendor without the requirement to issue a purchase order.

7.1.24 RELATIONSHIP OF THE PARTIES (JAN 2006):

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

7.1.25 RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015):

a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order

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to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, Contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

b) Unless expressly provided in the solicitation, public contracts are not intended to provide Contractors an opportunity to market additional products and services; accordingly, in performing the work, Contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

c) Any reference to Contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that Contractor authorizes to take any action related to the work.

d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.

7.1.26 STORAGE OF MATERIALS (JAN 2006):

Absent approval of the District, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

7.1.27 TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:

The anticipated effective date of this contract will be April 2026. The initial term of this agreement will be April 2026 – March 2029.

7.1.28 TERM OF CONTRACT – OPTION TO RENEW (Jan 2015):

At the end of the initial term, and at the end of each renewal term, this contract has the option to renew for a period of two (2) years, unless Contractor receives notice that the BCSD elects not to renew the contract at least thirty (30) days prior to the date of renewal. With the exception of a voluntary extension subject to BCSD Superintendent's approval, this contract expires no later than the last date stated on the maximum contract periods.

7.1.29 TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006):

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety days prior to the effective date of termination.

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7.1.30 TERMINATION FOR CONVENIENCE – (JAN 2006):

a) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

b) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the District. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

c) Right to Supplies. The Procurement Officer may require the Contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer:

    1) any completed supplies; and

    2) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

d) Compensation.

    1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with subparagraph (c) of this paragraph.

    2) The Procurement Officer and the Contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under paragraph (3) of this clause, and the contract price of the work not terminated;

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3) Absent complete agreement under subparagraph (b) of the paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under subparagraph (b) shall not duplicate payments under this subparagraph:
   i) contract prices for supplies or services accepted under the contract;
   ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
   iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (c)(iii) of this paragraph;
   iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph (b) of this paragraph, and the contract price of work not terminated.

4) Contractor must demonstrate any costs claimed, agreed to, or established under subparagraphs (b) and (c) of this paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

e) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:

   i) affect the District's right to require the termination of a subcontract
   ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

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8.0 BIDDING SCHEDULE / PRICE BUSINESS PROPOSAL:

Annual Preventive Maintenance (PM) Pricing				
Service Description	**Unit Cost (Per Elevator/Year)**	**# of Units**	**Extended Annual Cost**	**Annual Total**
Preventive Maintenance (PM)	$1,120.00	15	$16,800.00	$16,800.00
24/7 Emergency Call-Back Coverage (Included/Add-On)	Included	All	N/A	$0
State-Mandated Inspections & Testing				
Inspection Type	**Frequency**	**Included in PM? (Y/N)**	**If No, Unit Cost**	
Annual State Inspection	Annual	Yes	N/A	$0
5-Year Full Load Test	As Required	Yes	N/A	$0
Third-Party Inspector Coordination	As Needed	No	State inspector will be selected by the county.	$0
Hourly Repair Labor Rates				
Labor Category	**Regular Hours Rate**	**Overtime Rate**	**Emergency/After-Hours Rate**	
Elevator Mechanic	$195.00	$292.50	$292.50	Variable
Helper/Apprentice	$156.00	$234.00	$234.00	Variable
Material & Parts Markup				
Pricing Method	**Markup % / Discount %**	**Notes**		
Cost + %	20%			Variable
Manufacturer List Discount	5%			Variable
Other	N/A	N/A	N/A	N/A
Response Time Commitments				
Service Type	**Guaranteed Response Time**			
Emergency Call	See Bid Clarification			N/A
Non-Emergency Call	See Bid Clarification			N/A
Optional Services				
Optional Service	**Unit Price**			
Modernization Consultation	$0	Free Consult	Free Survey	$0
Code Compliance Assessments	MCP Included	No Cost	No Cost	$0
Condition Assessments / Reports	Quality Audit	Free Consult	Free Survey	$0

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9.0 ATTACHMENTS TO SOLICITATION

Mission of the Beaufort County School District Board of Education:
To serve the community by providing the opportunity for each student to receive a highly effective education

Statement of Policy

It is the policy of the Beaufort 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 vender 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 BCSD 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 Beaufort County School District will comply with this BCSD policy.

Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Beaufort County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically, the BCSD seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity.

_____
Signature

_____
Date

Name: _____

Title: _____

Project: _____