

	District Five of Lexington and Richland Counties Invitation for Bid	Solicitation #	2027-008
		Date Issued	10/16/2026
		Procurement Official	Chris Winslow
		Phone	(803) 476-8140
		E-Mail Address	D5bids@lexrich5.org

DESCRIPTION	Districtwide Fence Repair and New Fence Installation
<i>The Term "Offer" Means Your "Bid" or "Proposal"</i>	
SUBMIT OFFER BY	November 10, 2026 @ 11:00 am
QUESTIONS MUST BE RECEIVED BY	October 27, 2026 @ 12:00 pm Electronically to D5bids@lexrich5.org
NUMBER OF COPIES TO BE SUBMITTED	One (1)

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.
SUBMIT YOUR SEALED OFFER TO:

District Five of Lexington and Richland Counties Purchasing Office 1020 Dutch Fork Road Irmo, SC 29063

CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
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AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://www.lexrich5.org/departments/office-of-finance/procurement/solicitations-and-awards
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.			
NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (tax-exempt) ☐ Corporate entity (not tax-exempt) ☐ Government entity (federal, state, or local) ☐ Other _____ (See "Signing Your Offer" provision.)		
AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.)			
TITLE (Business title of person signing above)			
PRINTED NAME (Printed name of person signing above)			DATE SIGNED
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. 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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO.		

COVER PAGE

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(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)				NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
				Area Code - Number - Extension Facsimile			
				E-Mail Address			
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)				ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)			
				Order E-Mail Address:			
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)				☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)			
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amend ment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%) <div style="text-align: center;">_____</div>	20 Calendar Days (%) <div style="text-align: center;">_____</div>	30 Calendar Days (%) <div style="text-align: center;">_____</div>	_____ Calendar Days (%) <div style="text-align: center;">_____</div>			
PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]							
PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).							
☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one)							

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SCOPE OF SOLICITATION: School District Five of Lexington and Richland Counties is seeking bids from qualified contractors to furnish and install new fencing and gates and to repair existing fencing and gates at various locations throughout the District.

Bidders are encouraged to conduct a site visit before submitting a bid to inspect the locations, existing conditions, site access, and other factors that may affect the work or pricing. Bidders must check in at the school's front office before conducting any site inspection.

ACQUIRE SERVICES & SUPPLIES/EQUIPMENT: The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions

GENERAL INFORMATION: School District Five of Lexington and Richland Counties encompasses an area of approximately 196 square miles, approximately one-half of which is situated in both Lexington and Richland Counties. The School District consists of the northern portion of Lexington County north of Lake Murray and the Saluda River and the northwestern portion of Richland County south of the Broad River. The School District is primarily a residential suburb located to the northwest of the city of Columbia, the capital city of South Carolina. The District has a student population of approximately 17,505 and 2,600 staff members. The District currently operates a total of 13 elementary schools, 2 intermediate schools, 3 middle schools, 4 high schools, 1 Center for Advanced Technical Studies and 1 alternative school. Additional basic information about the District is posted on the District's website: www.lexrich5.org.

II. INSTRUCTIONS TO OFFERORS A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS: 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.

BOARD means the Board of Trustees of District Five of Lexington and Richland Counties.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

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 means all types of District Five of Lexington and Richland Counties' agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to

make changes which the clause of the contract TITLED "Changes, "if included herein, authorizes the Procurement Coordinator to order without the consent of the contractor.

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

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

DISTRICT means District Five of Lexington and Richland Counties.

OFFER means the bid, quote 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 provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

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

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.lexrich5.org/departments/office-of-finance/procurement/solicitations-and-awards> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged

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

AWARD NOTIFICATION: Notice regarding any award, 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, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

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

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

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

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

(a) By submitting an offer, the Offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity

(e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and

similar positions).

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Check for federal and state disbarments at www.sam.gov and <http://procurement.sc.gov/legal/legal-suspend-debar>.

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: www.lexrich5.org.

CONTRACT VIOLATION: During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or their designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: 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.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.lexrich5.org>

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

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting

statements in the Solicitation. Failure to do so will be at the Offeror's risk. 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 the District's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The 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.

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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

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

PRICING: (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The district will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more-line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C.

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation 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.

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date of the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice

is posted and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions of Day and Business Day. Both protests and notices of intent to protest must be received by the Coordinator of Procurement. (b) Pursuant to Section 11-35-410, documents directly connected

ANY PROTEST MUST BE ADDRESSED TO THE CHIEF PROCUREMENT OFFICE AND SUBMITTED IN WRITING (a) by email to D5bids@lexrich5.org, or

(b) School District Five of Lexington and Richland Counties, 1020 Dutch Fork Road, Irmo, SC 29063

Lauren Bové, CPPO, CPPB, Coordinator of Procurement
School District Five of Lexington and Richland Counties
1020 Dutch Fork Road
Irmo, SC 29063
Fax: 803-476-8138
E-Mail: lbove@lexrich5.org

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

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

Email is the preferred method for submitting with "Questions: Solicitation # as the subject of the email."
Questions must be submitted in an easily copied format such as Word. Email: D5bids@lexrich5.org

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

RESPONSIVENESS: (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the District, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA: (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request

must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to

SUBMITTING A PAPER OFFER OR MODIFICATION: (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 modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Address to the Office of Procurement Services as specified in the Solicitation (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 face 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.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership

that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION: Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

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.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

BACKGROUND CHECKS: The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

BID SUBMITTAL: All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. The district assumes no responsibility for unmarked or improperly marked envelopes.

CLARIFICATION: 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 the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

PREFERENCES - A NOTICE TO VENDORS: On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE: To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [1135- 1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE: To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY: 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.

SITE VISIT – Bidders are strongly encouraged to visit each site prior to bidding to inspect the sites. All visitors are required to check in at the front office of the school.

EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.

III. SCOPE OF WORK / SPECIFICATIONS

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SCOPE OF WORK:

School District Five of Lexington and Richland Counties is seeking bids from qualified contractors to furnish and install new fencing and gates and to repair existing fencing and gates at various locations throughout the District. Aerial photographs identifying the project locations are included in **Attachment C** for reference. Bidders are responsible for verifying site conditions and measurements before submitting a bid.

SPECIFICATIONS:

The contractor shall provide all labor, equipment, transportation, materials and supplies necessary to perform the following work as described at the locations listed.

LOT A – MAINTENANCE AND REPAIR

1. **Ballentine Elementary School (1040 Bickley Rd Irmo SC 29063)**
Repair and/or adjust gates, gate hinges, and latches on three (3) gates and one (1) service gate for proper function and operation.
2. **Chapin Elementary School (940 Old Bush River Road Chapin SC 29036)**
Repair and/or adjust gates, gate hinges, latches, gate posts, and panic bar latches on four (4) pedestrian gates for proper function and operation.
3. **Dutch Fork Middle School (1528 Old Tamah Rd. Irmo SC 29063)**
Repair and/or adjust gates, gate hinges, latches, and posts on six (6) gates for proper function and operation.
4. **Harbison West Elementary School (257 Crossbow Dr. Columbia SC 29212)**
Install missing privacy slats with new slats. Slat color is black. The fence height is approximately twelve feet (12') and there are approximately one hundred -fifty (150) slats that are missing.
5. **Irmo Elementary School (7401 Gibbes St Irmo 29063)**
Repair and/or adjust gates, gate hinges, latches, and gate posts on five (5) gates for proper function and operation.
6. **Irmo Middle School (6051 Wescott Road Columbia, SC 29212)**
 - a. Reset gate posts in concrete and adjust swing gates and gate latch for proper alignment and operation.
 - b. Remove a section of decorative fence panel and a terminal post. Relocate the section of vinyl-coated chain link fence (shown with yellow line in photo) to the terminal post where the decorative fence panel was removed. The fence shall run diagonally from the decorative terminal post to the terminal post at the pedestrian gate.
 - c. Remove and replace existing gate, gate posts, center post and gate keepers. Replace with new gate posts, center post, and gate keepers. Match exiting width of opening. Install heavy duty self-closing hinges. Install a removable center mullein. Install new panic bars. Install expanded metal to prevent access to panic bars from the exterior side of the fence. Reattach top rail to line post.
 - d. Remove and dispose of service gate and pedestrian gate. Install new heavy gate fence, service gate and pedestrian gate. Note that the area highlighted in green is a double panel service gate with an (8) eight-foot-wide opening. The new service gate will be installed on the opposite side of its current location. The pedestrian gate will be installed proportionately between the castle rock retaining curb and the service gate. Install heavy duty self-closing hinges on the pedestrian gate, a panic bar egress

device and an expanded metal piece to prevent access to panic bar from the exterior side of fence.

- e. Remove and replace existing gate, gate posts, center post and gate keepers. Replace with new gate posts, center post, and gate keepers. Match existing width of opening, install heavy duty self-closing hinges. Install new panic bars. Install expanded metal to prevent access to panic bars from exterior side of fence.

7. Nursery Road Elementary School (6706 Nursery Road Columbia, SC 29212)

- a. Reset one terminal post in concrete. Replace two (2) top rail sections, re-stretch fabric and reattach to top rail and line post using steel fasteners
- b. Repair and/or adjust gates, gate hinges, and latches on two gates. Reset gate posts on two (2) gates and one terminal post in concrete.

LOT B – NEW INSTALLATION

1. Chapin Elementary School (940 Old Bush River Rd Chapin SC 29036)

The contractor shall install the following:

- a. Approximately three hundred thirty-five (335') linear feet of new galvanized chain link fence. Fence height will be six feet (6'). Fence shall have a top and bottom rail with knuckles on top and bottom of the fabric.
- b. Install two (2) pedestrian gate four-feet (4') wide.
- c. Install two (2) each, service gates with two (2) each seven (7) foot wide fence panels.

2. Chapin High School (300 Columbia Avenue Chapin SC 29036)

A. Stadium Field

The contractor shall install the following:

- a. Install approximately twenty-three linear feet (23') of five-foot -tall galvanized vinyl coated fence. Color shall be black. Install a service gate with a fourteen-foot-opening (14') consisting of two (2) each seven-foot (7')wide gate panels. Install a pedestrian gate, four-feet (4') wide. Gate will have panic bar exit device.
- b. Remove and dispose of approximately three hundred seventy linear feet (370') of fence and gates. Install approximately three hundred seventeen-feet (317') feet of four-foot tall (4') galvanized black vinyl chain link fence. Install two (2) each fourteen-foot (14') wide service gates consisting of two (2) each seven-foot (7') gate panels. Install four (4) pedestrian gates, four-feet (4') wide. Gates will have panic bar exit devices.
- c. Remove and dispose of backstop netting and existing attachment hardware. Remove and dispose of existing backstop netting. Install new backstop netting and hardware. Netting shall be sized appropriately to prevent Lacrosse balls, footballs, and soccer balls from passing through.

B. School Campus

The contractor shall install the following:

- a. Install approximately thirty linear feet (30') of galvanized chain link fence. Install a single, two (2) panel, pedestrian gate with four-foot (4') wide openings. Pedestrian Gates will have panic bar exit devices. Gate shall be designed to have a removable center mullion. Install a service gate with two (2) each, six-foot (6') wide fence panels.
- b. Fence shall have a top and bottom rail. Install approximately twenty-five linear feet (25') of six-foot-tall (6') galvanized chain link fence. Install two (2) each four-foot (4') wide pedestrian gates with panic

bar devices. Install two each, approximately eight-foot (8') wide gate panels. Gate panels shall be eight feet (8') tall.

- c. Install two (2) each, gate panels eight feet (8') wide. Panels will be eight-feet (8') tall.
- d. Install approximately ninety-seven (97') linear feet of galvanized fence. Fence height is four-feet- (4') tall.
- e. Install passthrough bollards. Bollards shall be set thirty inches (30") on center. Approximate length of area to close off is thirty-one (31') feet

3. Dutch Fork High School (1400 Old Tamah Rd Irmo SC 29063)

Athletics Stadium

The contractor shall install the following:

- a. Large practice field: Install approximately four hundred thirty-three (433') linear feet of new galvanized vinyl coated, color of black, chain link fence six-feet (6') tall along the two perimeters of a practice field. Install one (1) each, service gate. Gate shall have two (2) each, four-foot (4') wide fence panels.
- b. Batting cage: Install approximately two hundred-feet (250') linear feet of galvanized chain link around the perimeter of a batting cage. Fence shall cover from grade to the top seal of the batting cage, approximately fourteen feet (14') tall. Install two (2) each four-foot (4') wide pedestrian gates with panic device hardware. Install one (1) service gate. Service gate shall have two (2) each, six-foot-wide fence panels. Service gate/fence panel height shall be ten-feet (10').
- c. Science Building: Install galvanized vinyl coated fence. Fence color shall be black. Install two (2) e pedestrian gate with panic bar hardware device. Fence and gate height shall be six-feet-tall.
- d. Softball field and baseball field: Remove and dispose of existing fence, gates, and post. Install approximately one thousand two hundred and ten linear feet (1,210') of fence at the baseball field. Install two (2) each pedestrian gates at the first and third base dugouts. Gates will be four-feet (4') wide and match the height of the backstop fence. Install two (2) each service gates. Service gates will be sixteen-feet-wide (16') and consist of two (2) eight-foot-wide (8") fence panels. Install approximately seven hundred seventy-four linear feet (774') of fence at the softball field fence. Install two (2) each, pedestrian gates at the first and third base dugouts. Gates will be four-feet (4') wide and the height of the backstop fence. Install two (2) each service gates. Service gates will be sixteen-feet-wide (16') and consist of two (2) eight-foot-wide (8") fence panels. Install new wind screens along the outfield fence of the baseball and softball field. Wind screen shall cover from the top of the fence line to the bottom of the fence line.
- e. Remove and dispose of approximately three hundred ninety-four (394') linear feet of existing fence between the science building and stadium seating on the "home side" seating. Remove and dispose of existing fence between the stadium seating and the shotput field. The right-hand side of the "home side" seating. Install approximately three hundred ninety-four (394') linear feet new galvanized, six-foot-tall (6') chain link fence in both areas. Install one (1) each service gate with two (2) each seven -foot-wide fence panels.
- f. Remove and dispose of approximately three hundred-fifteen (315') linear feet of decorative fence feet of existing fence. Install approximately three hundred ninety (390') linear feet of decorative fence, three (3) each, four-foot-wide pedestrian gates with panic bar hardware devices. Install one (1) service gate approximately fourteen (14') feet wide. Gate will have two (2) each, fence panels seven-feet (7') wide. Fence shall be five-foot (5') tall.
- g. Remove and dispose of approximately one thousand two hundred sixty-five (1,265') linear feet of four (4') foot all black vinyl coated fence around the stadium field. Install approximately one thousand two hundred sixty-five (1,265') linear feet of four (4') foot, all black, vinyl coated fence around the stadium field. Install four (4) each, four (4') wide pedestrian gates. /Install two each. Twelve foot

(12') wide service gate panels.

- h. Remove and dispose of approximately one hundred (100') linear feet of existing fence and posts.
- i. Remove and dispose of approximately two hundred (200') linear feet of fence and posts. Install approximately two hundred (200') linear feet of six-foot (6') tall galvanized fence. Install one (1) each, four-foot (4') wide pedestrian gate

4. H.E. Corley Elementary School (1500 Chadford Rd Irmo SC 29063)

The contractor shall install the following:

- a. Remove and dispose of approximately nine hundred-fifty linear feet (950') of existing chain link fence. Install approximately nine hundred-fifty feet (950') of galvanized chain link fence. Fence height will be five feet (5'). Fence fabric shall have knuckles on top and bottom. Fence have top and bottom rails.
- b. At two locations, install walk- through bollards with a six-foot (6') wide pass through. Bollards shall extend forty-two inches (42") above grade. Set bollards thirty inches (30") apart
- c. Install a service gate. Service gate will be fourteen-feet (14') wide and consist of two each seven-foot (7') gate panels. Gate panels shall be five feet (5') tall.

5. Irmo High School 6671 (St Andrews Rd Columbia SC 29212)

The contractor shall install the following:

A. Baseball Field

Remove and dispose of approximately eleven hundred feet (1,100') of existing fence, line posts, terminal posts, windscreen and service gates. Install approximately eleven hundred linear (1,100') feet of six-foot-tall (6') galvanized chain link fence, windscreen, two (2) each pedestrian gates, and two (2) each service gates. Also included is the fence around the right field baseline bullpen. Install one (1) each, service gate and one (1) each pedestrian gate. Service gate will have two (2) each ten-foot (10')wide gate panels

Softball Field

- a. Remove and dispose of approximately two-hundred-fifty (250') linear feet of chain link fence, line posts, and gates. Install approximately forty-feet (46') of six-foot-tall (6') galvanized chain link fence. Re-use two (2) service gate panels on this run of fence.
- b. Repair and/or adjust gates, gate hinges, latches, and gate posts for proper function and operation

Stadium Field

- a. Repair and/or adjust gates, gate hinges, latches, and gate posts on three (3) gates for proper function and operation.
- b. Remove existing pedestrian gates, install four (4) new pedestrian gates, four-feet (4') wide. Gates will have panic bar exit devices.
- c. Install approximately twenty-one linear feet (21') of five-foot-tall (5') galvanized black vinyl coated chain link fence. Install two (2) each seven-foot-wide (7') service gate fence panels. Panels shall be galvanized vinyl coated chain link fence, color of black.
- d. Remove and dispose of backstop netting and existing attachment hardware at two (2) goal posts. Remove and dispose of existing backstop netting. Install new backstop netting and hardware. Netting shall be sized appropriately to prevent Lacrosse balls, footballs, and soccer balls from passing through.
- e. Remove and dispose of approximately eight-hundred-fifty-two linear feet (852') of four-foot tall (4') fence, line post, service gates, and pedestrian gates. Install approximately eight-hundred-twenty-four (824') linear feet of four-foot-tall (4') galvanized vinyl coated, color of black, chain

link fence. Install one (1) service gate. At the end zone near the fieldhouse. The service gate will have two (2) each seven-foot (7') wide gate panels. Install one (1) each four-foot (4') wide pedestrian gate on the visitor's side at the fifty yard line.

D. School Campus – Driveway off of Emory Lane

- a. Install approximately one-hundred-five (105') linear feet of four-foot-tall (4') galvanized chain link fence, vinyl coated, color of black.
- b. Install an aluminum cantilever gate that is approximately twenty-eight-foot-wide (28') and four-foot-tall (4'). Have an opening mechanism that must be programmable to allow the gate to automatically open and close at specified times. Gate shall be vandal proof and constructed in such a manner that a layman is unable to disassemble the gate from the opener to gain entry access.

E. School Campus – Driveway behind Irmo High School, new East Wing

- c. Install an aluminum cantilever gate that is approximately twenty-eight-foot-wide (28') and four-foot-tall (4'). Have an opening mechanism that must be programmable to allow the gate to automatically open and close at specified times. The gate shall be vandal proof and constructed in such a manner that a layman is unable to disassemble the gate from the opener to gain entry access.

The district will provide the electrical service required to operate the gate. The district will provide the device for the badge pass access. The contractor will be responsible to make all electrical and communication connections.

6. Lake Murray Elementary School (1531 Three Dog Rd Chapin SC 29036)

- a. The contractor shall install four (4) each pedestrian gates, four-feet (4') wide, gates will have panic bar exit devices.

7. Nursery Road Elementary School (6706 Nursery Road Columbia, SC 29212)

The Contractor shall:

- c. Remove and dispose of existing fence and gate. Install approximately 20 linear feet (20') of new six-foot (6') tall galvanized fence and a four-foot (4') wide pedestrian gate. Install privacy slats on fence and gate. Slats will provide eighty percent (80%) privacy. Gate to have panic bar device on egress side of the gate.

8. River Springs Elementary School (115 Connie Wright Rd Irmo SC 29063)

The contractor shall install the following:

- a. Install a barrier gate. Swing arms will be "A" frame in design. Gates will close-off a driveway with an approximate distance of thirty feet (30'). Gates will have two (2) each, swing arms approximately fifteen feet (15') wide.
- b. Install approximately seven hundred fifty two (752') linear feet of five-foot (5') tall galvanized chain link fence. Fence fabric will have knuckles on top and bottom of fabric. Fence will have a top rail and tension wire on the bottom.
- c. Remove and dispose of approximately three hundred (300) linear feet of existing chain link fence. Install approximately three-hundred linear (300') feet of five-foot (5') tall galvanized chain link fence. Fence shall have top and bottom rails. Install two (2) each pedestrian gates, four-feet (4') wide. Gates will have panic bar exit devices.
- d. Repair and/or adjust gates, gate hinges, latches, and gate posts for proper function and operation.

9. Spring Hill High School (11629 Broad River Rd Chapin SC 29036)

The contractor shall install the following:

- a. Install two (2) each barrier gates. Swing arms will be "A" frame in design. Gates will close-off driveways with an approximate distance of thirty feet (30'). Gates will have two (2) each, swing

arms, approximately fifteen feet (15') wide.

- b. Install a service gate and galvanized chain link fence. Service gate will be fourteen-feet (14') wide and consist of two (2) each seven-foot (7') gate panels. Install approximately ten-feet (10') of galvanized chain link on each side of the service gate panels. The fence and service gate panels will be six-feet (6') in height. Fence fabric will have a top and bottom rail with the knuckle end of the fabric on the top and bottom

10. Spring Hill Middle School (11661 Broad River Rd Chapin SC 29036)

The contractor shall approximately two hundred-fifty linear feet (250') of four-foot (4') tall galvanized chain link fence. Install a forty eight (48") wide pedestrian gate in the center of the fence run. Fence fabric will have a top and bottom rail with the knuckle end of the fabric on the top and bottom.

FENCING AND GATE SPECIFICATIONS:

1. All fencing shall have a top rail and bottom tension wire.
2. All gates shall have strong arm latches.
3. Posts, fabric and fasteners shall be Grade A - Hot-dip zinc coated inside and out after fabrication with an average weight of not less than 1.8 ounces of zinc per square foot of coated surface area.
4. Pipe shall conform to ASTM A 120 (schedule 40 standard weight) that meets or exceeds both requirements for grades A and B. Steel pipe other than ASTM A 120 (Schedule 40 standard weight) shall meet the outside dimensions and minimum wall thickness required and shall have minimum yield strength of 50,000 psi.
5. Posts and Brace Dimensions:
 - Terminal Posts:** 2.375 inches O.D. x 0.130 inches wall thickness.
 - Line Posts:** 1.90 inches O.D. x 0.120 inches wall thickness.
 - Gate Posts:** 4.0 inches O.D. x 0.226 inches wall thickness.
 - Braces:** Provide braces for gate posts and each terminal post when a top rail is not used. When fabric height is six feet (6') or greater, provide braces with or without top rail. Connect brace extending to line post back to the base of the braced post by a 5/16-inch minimum outside diameter truss rod and tightener. Provide double braces when fabric height is over 9 feet (9') tall.
 - Barrier Gate Posts:** Minimum of 6.0 inches OD. Barrier gate post shall be sized accordingly to support the linear length of the swing arm.
6. Wire Ties and Clips: Provide steel wire ties or clips for attaching fabric to line posts, top rail, or tension wire. Wire ties and clips shall be at intervals not greater than 15 inches (15") when attaching fabric to line posts and the space interval shall not exceed 24 inches (24") when attaching fabric to top rails or tension wire. Wire ties and clips shall be not less than the fabric wire gage size and of the same material and coatings. The minimum weight for zinc coated wire ties and clips is 0.8 ounces of zinc per foot of coated surface area.
7. Brace and Tension Bands: Use brace to secure top rail and brace ends to terminal posts. When tension bars are used, tension bands shall be used for securing chain-link fabric at each terminal post. Spacing of tension bands on posts shall be at 15-inch (15") intervals or less. Brace and tension bands shall be steel and shall be 3/4 inch wide by 1/10-inch thick nominal.
8. Tension Bars: Tension bars for 1-3/4 and 2-inch mesh shall be no less than 3/16 by 3/4 inch or equivalent cross-sectional area. Tension bars for 1-inch mesh shall be no less than 3/8 by 3/16 inch or equivalent cross-sectional area. A tension bar shall be provided where chain-link fabric meets terminal posts. Tension bars shall be steel, of a continuous length compatible with the height of the fence and shall be threaded through the fabric and attached to the post by tension bands. Roll formed posts with integral loops for weaving fabric to posts are acceptable in lieu of tension bars.

9. Steel tension wire shall be marcelled or crimped coil spring hard tempered carbon steel wire. The tension wire shall have a minimum tensile strength of 75,000 pounds per square inch. Zinc coated steel shall not have less than 1.2 ounces of zinc per square foot of coated surface area. Aluminum coated steel shall not have less than 0.40 ounces of aluminum per square foot of coated surface area.

10. Truss Rods: Steel truss rods shall have a minimum diameter of 5/16 inch.

11. Post Spacing: Space posts at intervals not to exceed 10 feet (10') center to center. Space gateposts as necessary for the size of gate openings. Straight runs between braced posts shall not exceed 500 feet (500').

12. Post Setting: All posts shall be set, aligned and plumbed, in holes of diameter and depth indicated in the table, unless specified otherwise. After the posts have been set, fill the holes with concrete, except that where bedrock is encountered fill the holes with grout. Thoroughly compact concrete and crown exposed surfaces to shed water. Thoroughly work grout into holes to eliminate voids and crown exposed surfaces to shed water. Allow concrete and grout to set a minimum of 72 hours before further work is done on posts. The use of mechanical devices for the setting of posts is acceptable, provided the mechanical device develops a strength in the ground equal or superior to the strength developed by setting post manually.

Type of Post	Fabric Height	Hole Diameter	Hole Depth	Post Embedment
Line	3'-0" to 4'-0"	6"	26"	24"
Line	5'-0"	8"	32"	30"
Line	6'-0" to 9'-0"	12"	38"	36"
Line	10'-0" to 12'-0"	18"	38"	36"
Line	13'-0" to 18'-0"	24"	42"	40"
Terminal	3'-0" to 5'-0"	10"	32"	30"
Terminal	6'-0" to 9'-0"	12"	38"	36"
Terminal	10'-0" to 12'-0"	18"	38"	36"
Terminal	13'-0" to 18'-0"	24"	42"	40"

13. Terminal Posts (Including End, Corner, Gate and Pull Posts): Set and space as specified hereinbefore, brace to the nearest post with a horizontal brace used as a compression member, and a diagonal truss rod and truss tightener used as a tension member. Consider all changes in direction of fence line of thirty (30) degrees or more as corners. Use pull posts at all abrupt changes in grade.

14. Tension Wire(s): Install prior to the installation of chain-link fabric and pull taut. Install bottom tension wire on all fences, and place within 8 inches (8") of the bottom of the fabric line.

15. Fabric: Set approximately 2 inches (2") above the ground, and install on the side of the fence as directed. Cut the fabric at all terminal posts, and attach each span independently thereon. Pull the fabric taut and fasten securely to each supporting post. Fasten fabric to terminal posts at fifteen inch (15") maximum intervals using stretcher bars and stretcher bar bands or another approved device standard with the manufacturer. Joined fence fabric shall have a strand of fabric wire woven through the ends of rolls to form a continuous mesh. Fence fabric shall have knuckles on the top and bottom edges of the fabric.

DELIVERY/ PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries must be made and all services provided to the location specified by the District in its purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating;

and whether the policy is written on an occurrence or claims-made basis.

REFERENCES Provide a minimum of three (3) references from employers with similar contracts. References to include the name, contact person, telephone number, email address, and type of services performed.

SUBMITTING REDACTED OFFERS: You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: (1) 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. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) 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."

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which 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 District may contact and evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA - BIDS: Award will be made to the lowest responsive and responsible bidder(s).

AWARD BY LOT: Award will be made by complete lot(s).

AWARD TO MULTIPLE OFFERORS: Award may be made to more than one Offeror.

CONTRACT LIMITATIONS: 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.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy;

corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the 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.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within 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 District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer or designee shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the 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 a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with 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, Richland 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. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

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

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

PAYMENT & INTEREST: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of 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 District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, 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 court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

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

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

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

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

TERMINATION: Subject to the conditions below, the District, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason.

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

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

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

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the

resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

1. The Contractor shall provide all labor, equipment, transportation, materials and supplies necessary to perform the work.
2. Measurements referenced in the Scope of Work are approximate. The measurements will be used for the purpose of awarding this contract. The successful Contractor shall be responsible for measuring each site. The Contractor shall notify the District of any discrepancies. Any additional cost due to incorrect measurements by the District shall be approved by the District prior to beginning work.
3. The Contractor shall be responsible for contacting a utility locating company and having utilities located and marked prior to beginning any work. The Contractor shall also coordinate with the District's Facilities Department to locate district owned utilities within the work area.
4. The Contractor shall repair and return to their original state all areas damaged or disturbed by the Contractor.
5. The Contractor shall exercise precautions at all times for the protection and safety of their employees, school staff, students, and the general public. Barricades will be provided at the Contractor's expense when work is performed in areas traversed by persons or vehicles or when deemed necessary by District Five.
6. The Contractor shall be responsible for the removal and disposal of all debris created from the installation. The Contractor shall not dispose of any material in district owned trash containers or on district property. Small amounts of earth resulting from boring and/or minor grading may be wasted on site provided the Contractor receives prior approval from a district representative.
7. **Performance Period. Work shall be substantially complete within ten weeks after issuances of a purchase order.**
8. S.C. law requires that contractors awarded contracts in excess of \$5,000 be licensed by the Contractors Licensing Board if required for the project. The contractor's S.C. General Contractor's license number must be clearly indicated in the face of the envelope of bids exceeding this amount. Contractors must include a copy of their license(s) with their bid.

CHANGES:

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
 - (b) Method of shipment or packing;
 - (c) Place of delivery;
 - (d) Description of services to be performed;
 - (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) Place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor

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

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

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

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

CONTRACTS: Every resulting contract is subject to all terms of the District procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and the District's procurement code.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL

(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 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 the 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) The District, its officers, officials, employees and volunteers of any of them, must be covered as additional insureds 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 Contractor's insurance at least as broad as ISO Form 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, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, 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 be 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 a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 within the retention.

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

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

CONTRACTOR'S OBLIGATION – GENERAL: 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.

CONTRACTOR'S USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

DEFAULT: (a) (1) The district may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to: (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure. (b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. (e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest. (f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum

the Procurement Officer determines to be necessary to protect the State 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.

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 District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's 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.

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

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

MATERIAL AND WORKMANSHIP: 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.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint ventures 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.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE: If you receive an award as a result of the subcontractor preference, you may not substitute any business for the

subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the District an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.

TERMINATION FOR CONVENIENCE (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by 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. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. BIDDING SCHEDULE

Vendor Name: _____

LOT A:

Location	Total Cost
Ballentine Elementary School 1040 Bickley Rd Irmo SC 29063	\$
Chapin Elementary School 940 Old Bush River Road Chapin SC 29036	\$
Dutch Fork Middle School 1528 Old Tamah Rd. Irmo SC 29063	\$
Harbison West Elementary School 257 Crossbow Dr. Columbia SC 29212	\$
Irmo Elementary School 7401 Gibbes St Irmo 29063	\$
Irmo Middle School 6051 Wescott Road Columbia, SC 29212	\$
Nursery Road Elementary School 6706 Nursery Road Columbia, SC 29212	\$

LOT A GRAND TOTAL

(basis of award) \$ _____

Preferences: For a FAQ on these preferences, please see: <https://procurement.sc.gov/osp/preferences>

QUESTION	RESPONSE
Are you requesting the Resident Contractor Preference- <u>7%</u> ? <i>See the SC Procurement Code, Section 11-35-1524(C)(1)(iii)</i>	___ YES ___ NO Line(s) _____
Are you requesting the Resident Subcontractor Preference- <u>2%</u> ? <i>See the SC Procurement Code, Section 11-35-1524(D)(1)&(2)</i>	___ YES ___ NO Line(s) _____
Are you requesting the Resident Subcontractor Preference- <u>4%</u> ? <i>See the SC Procurement Code, Section 11-35-1524(D)(1)&(2)</i>	___ YES ___ NO Line(s) _____

Signature of Authorized Official: _____

Print name and Title: _____

VIII. BIDDING SCHEDULE (Continued)

Vendor Name: _____

LOT B:

Location	Total Cost
Chapin Elementary School 940 Old Bush River Rd Chapin SC 29036	\$
Chapin High School 300 Columbia Avenue Chapin SC 29036	\$
Dutch Fork High School 1400 Old Tamah Rd Irmo SC 29063	\$
H.E. Corley Elementary School 1500 Chadford Rd Irmo SC 29063	\$
Irmo High School 6671 St Andrews Rd Columbia SC 29212	\$
Lake Murray Elementary School 1531 Three Dog Rd Chapin SC 29036	\$
Nursery Road Elementary School 6706 Nursery Road Columbia, SC 29212	\$
River Springs Elementary School 115 Connie Wright Rd Irmo SC 29063	\$
Spring Hill High School 11629 Broad River Rd Chapin SC 29036	\$
Spring Hill Middle School 11661 Broad River Rd Chapin SC 29036	\$

LOT B GRAND TOTAL

(basis for award) \$ _____

Preferences: For a FAQ on these preferences, please see: <https://procurement.sc.gov/osp/preferences>

QUESTION	RESPONSE
Are you requesting the Resident Contractor Preference- <u>7%</u> ? <i>See the SC Procurement Code, Section 11-35-1524(C)(1)(iii)</i>	☐ YES ☐ NO Line(s) _____
Are you requesting the Resident Subcontractor Preference- <u>2%</u> ? <i>See the SC Procurement Code, Section 11-35-1524(D)(1)&(2)</i>	☐ YES ☐ NO Line(s) _____
Are you requesting the Resident Subcontractor Preference- <u>4%</u> ? <i>See the SC Procurement Code, Section 11-35-1524(D)(1)&(2)</i>	☐ YES ☐ NO Line(s) _____

Signature of Authorized Official: _____

Print name and Title: _____

ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

- A. References
- B. Offeror's Checklist
- C. Ariel Photographs of each location

ATTACHMENT A

REFERENCES

Instructions: Provide three references of customers that you have provided similar services as is described in this solicitation. The list of References shall be completed in its entirety and submitted with the bid response.

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

ATTACHMENT B
Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

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

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your offer.

SUBMIT WITH OFFER:

1. Cover Page
2. Page 2
3. Bid Schedule
4. Reference Sheet
5. Completed W-9
6. Copy of License(s), if applicable
7. Certificate of Insurance (COI)

Ballentine Elementary School 1040 Bickley Rd. Irmo, SC 29063

Write a description for your map.

Legend



Adjust gates,
hinges and
latches on 3
pedestrian
gatesfor proper
operation.

Adjust service gate
hinges and latches
for proper operation.

Bickley Rd



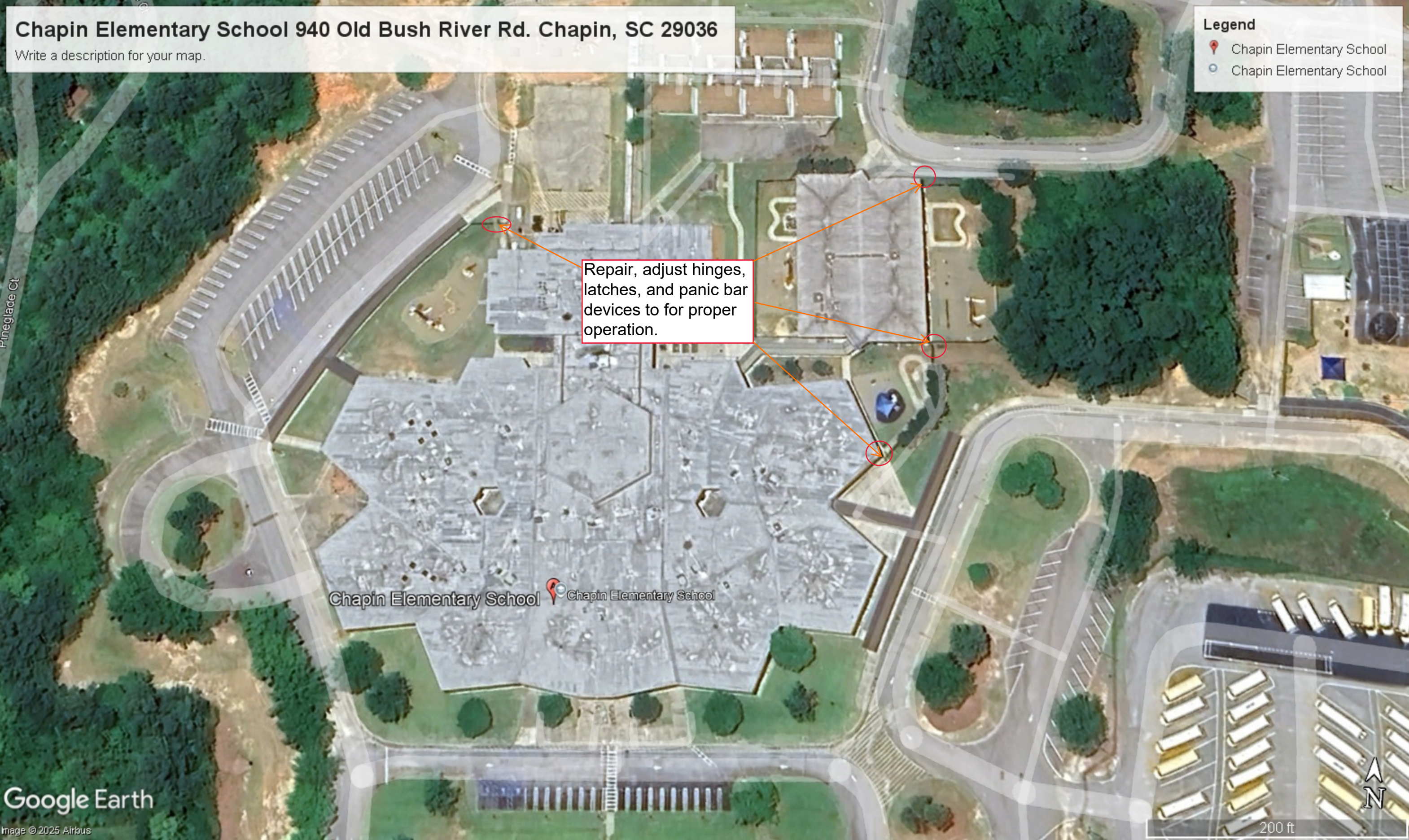
Chapin Elementary School 940 Old Bush River Rd. Chapin, SC 29036

Write a description for your map.

Legend

 Chapin Elementary School

 Chapin Elementary School



Repair, adjust hinges, latches, and panic bar devices to for proper operation.

Chapin Elementary School

Chapin Elementary School Playground

Write a description for your map.

Legend

 Chapin Elementary School

 Chapin Elementary School

(C) Install two each, service gates w/ two each seven-foot-wide fence panels.

(B) Install two pedestrian gates four-foot-wide.

(A) Install approximately 335 linear feet of six-foot-tall galvanized chain link fence.

Chapin Elementary School

 Chapin Elementary School



200 ft

Chapin Intermediate School 1130 Old Lexington Hwy. Chapin, SC 29036

Write a description for your map.

Legend

- Chapin Intermediate School
- Chapin Intermediate School

Make adjustments and repairs tp gate, fabric, and latches.

Stretch and reattach fabric.

Adjust gate panels for proper operation.

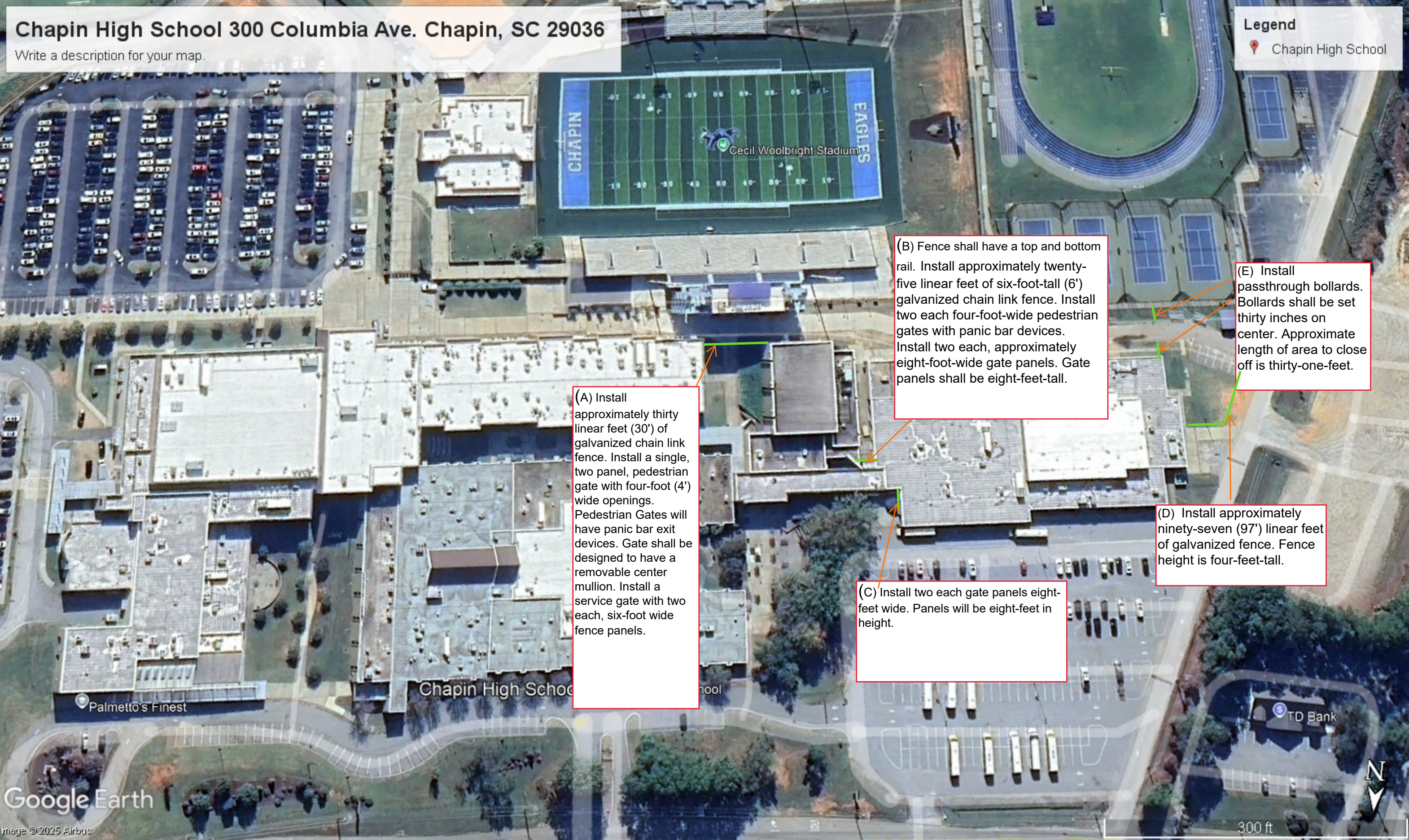
Install a gate keepr and adjust existing gate keeper.

Chapin High School 300 Columbia Ave. Chapin, SC 29036

Write a description for your map.

Legend

 Chapin High School



(A) Install approximately thirty linear feet (30') of galvanized chain link fence. Install a single, two panel, pedestrian gate with four-foot (4') wide openings. Pedestrian Gates will have panic bar exit devices. Gate shall be designed to have a removable center mullion. Install a service gate with two each, six-foot wide fence panels.

(B) Fence shall have a top and bottom rail. Install approximately twenty-five linear feet of six-foot-tall (6') galvanized chain link fence. Install two each four-foot-wide pedestrian gates with panic bar devices. Install two each, approximately eight-foot-wide gate panels. Gate panels shall be eight-feet-tall.

(C) Install two each gate panels eight-feet wide. Panels will be eight-feet in height.

(D) Install approximately ninety-seven (97') linear feet of galvanized fence. Fence height is four-feet-tall.

(E) Install passthrough bollards. Bollards shall be set thirty inches on center. Approximate length of area to close off is thirty-one-feet.



Chapin High School 300 Columbia Ave. Chapin, SC 29036

Write a description for your map.

Legend

 Chapin High School

(A) a. Install approximately twenty-three -feet (23') linear of five-foot -tall galvanized vinyl coated fence, color of black. Install a service gate with a fourteen-foot-opening (14') consisting of two each seven-foot-wide gate panels. Install a pedestrian gate, four-feet (4') wide, gate will have panic bar exit device.

(B) a. Remove and dispose of approximately three hundred seventy linear feet (370') of fence and gates. Install approximately three hundred seventeen-feet (317') feet of four-foot tall (4') galvanized black vinyl chain link fence. Install two each fourteen-foot (14') wide service gates consisting of two each seven-foot gate panels. Install four pedestrian gates, four-feet (4') wide, gates will have panic bar exit devices.

(C) Remove and replace backstop netting and attaching hardware.



CrossRoads Intermediate School 6649 St. Andrews Rd. Cola, SC 29212

Write a description for your map.

Legend

Repair section of fence where tree fell. Replace top rail, stretch and reattach fabric. There are three areas of fence to repair.

Restretch and reattach fabric replace top rail and rest posts as needed.



Dutch Fork Middle School 1528 Old Tamah Rd. Irmo, SC 29063

Write a description for your map.

Legend

 Dutch Fork Middle School

Reattach hinge,
square gate,reset
posts.

Adjust gates, tensioner's, and
sauqure post and latches.

Adjust and square gate

Adjust gates and latches,
square posts and add
tensioner's

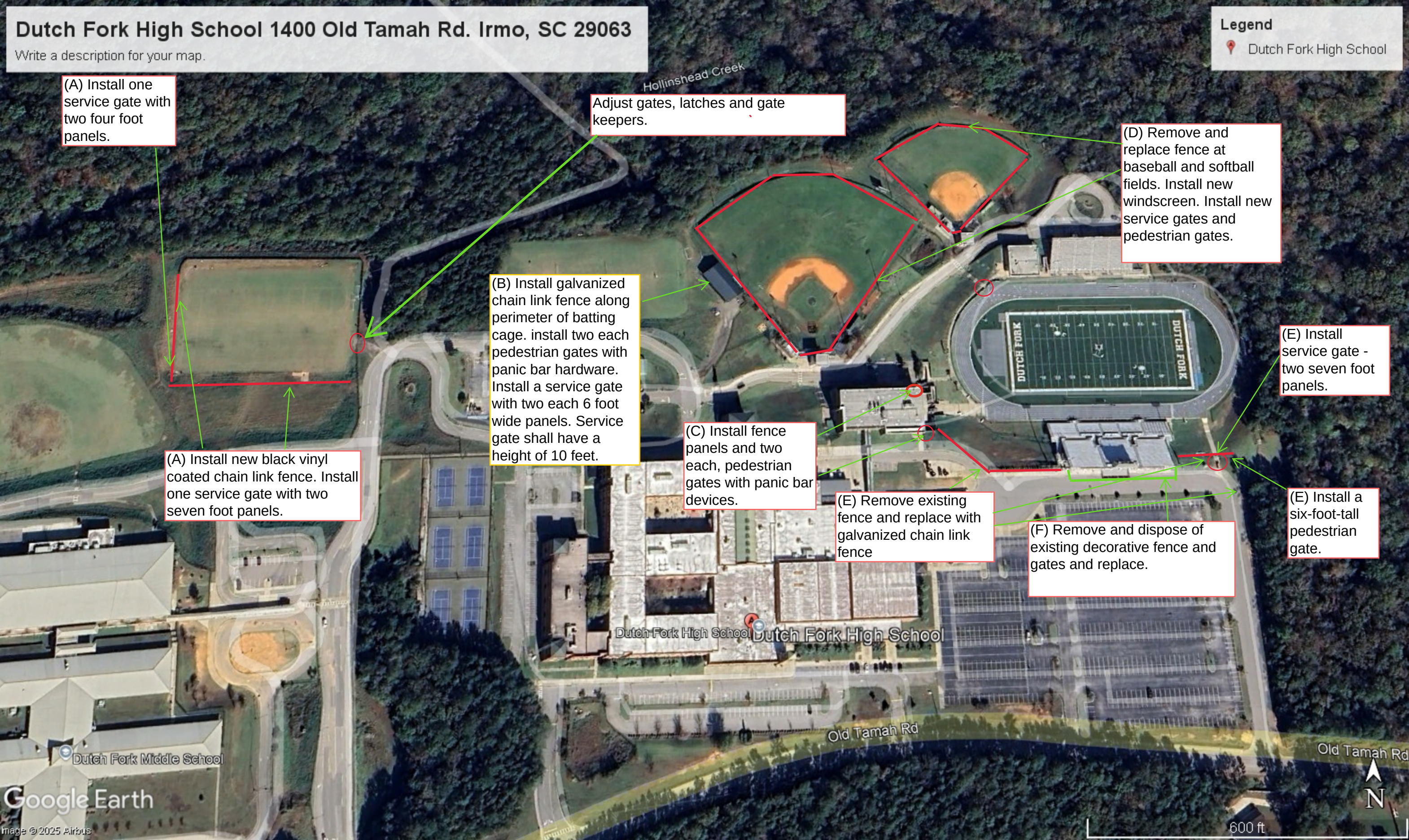


Dutch Fork High School 1400 Old Tamah Rd. Irmo, SC 29063

Write a description for your map.

Legend

 Dutch Fork High School



(A) Install one service gate with two four foot panels.

Adjust gates, latches and gate keepers.

(D) Remove and replace fence at baseball and softball fields. Install new windscreen. Install new service gates and pedestrian gates.

(B) Install galvanized chain link fence along perimeter of batting cage. install two each pedestrian gates with panic bar hardware. Install a service gate with two each 6 foot wide panels. Service gate shall have a height of 10 feet.

(C) Install fence panels and two each, pedestrian gates with panic bar devices.

(E) Remove existing fence and replace with galvanized chain link fence

(F) Remove and dispose of existing decorative fence and gates and replace.

(E) Install service gate - two seven foot panels.

(E) Install a six-foot-tall pedestrian gate.

(A) Install new black vinyl coated chain link fence. Install one service gate with two seven foot panels.



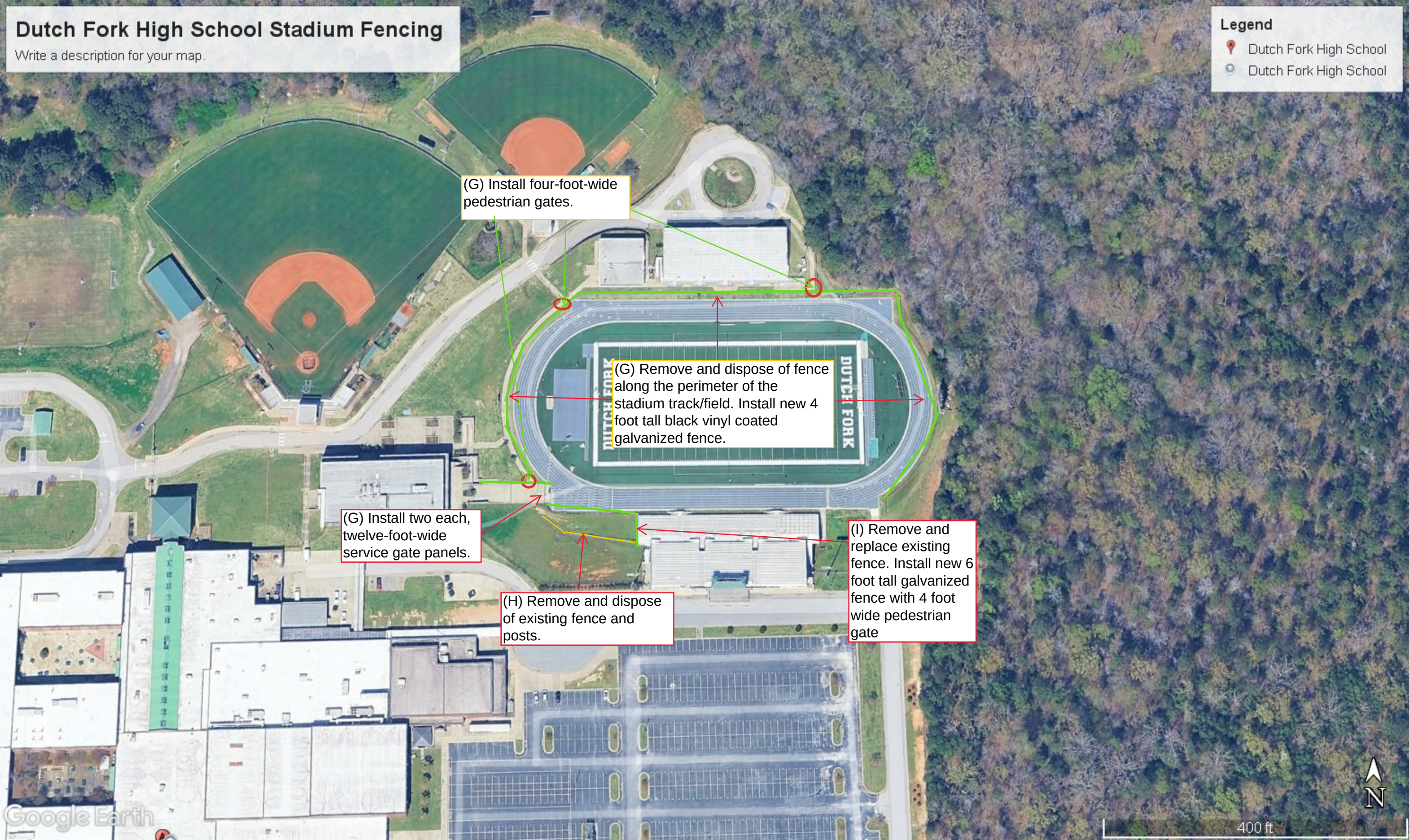
Dutch Fork High School Stadium Fencing

Write a description for your map.

Legend

 Dutch Fork High School

 Dutch Fork High School



(G) Install four-foot-wide pedestrian gates.

(G) Remove and dispose of fence along the perimeter of the stadium track/field. Install new 4 foot tall black vinyl coated galvanized fence.

(G) Install two each, twelve-foot-wide service gate panels.

(H) Remove and dispose of existing fence and posts.

(I) Remove and replace existing fence. Install new 6 foot tall galvanized fence with 4 foot wide pedestrian gate

Harbison West Elementary School 257 Crossbow Dr. Cola, SC 29212

Write a description for your map.

Legend

 Harbison West Elementary School

Install new privacy
slats (black) in fencing.
Fence height is: 12".
Approximately 150
slats are missing.

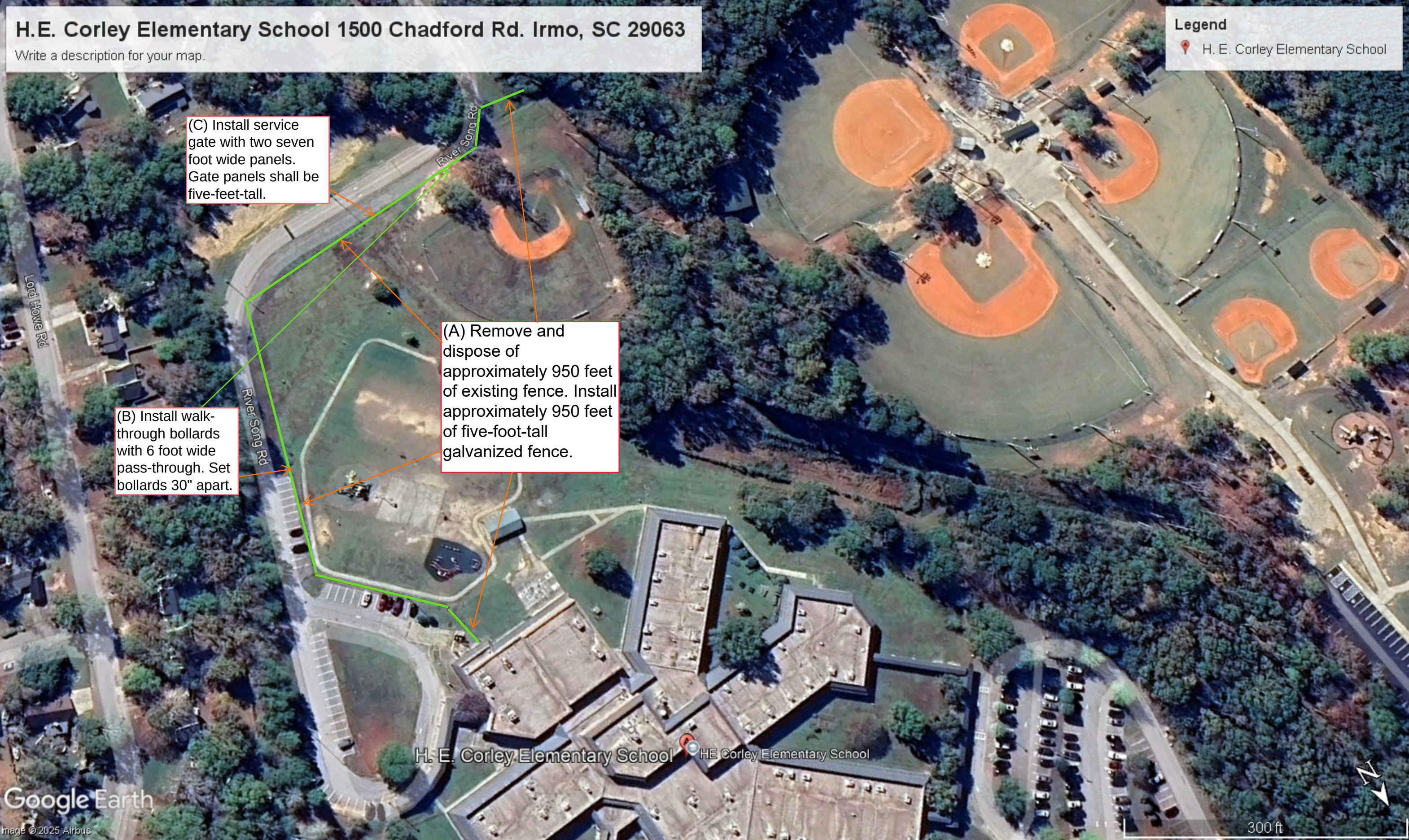


H.E. Corley Elementary School 1500 Chadford Rd. Irmo, SC 29063

Write a description for your map.

Legend

 H. E. Corley Elementary School



(C) Install service gate with two seven foot wide panels. Gate panels shall be five-feet-tall.

(A) Remove and dispose of approximately 950 feet of existing fence. Install approximately 950 feet of five-foot-tall galvanized fence.

(B) Install walk-through bollards with 6 foot wide pass-through. Set bollards 30" apart.

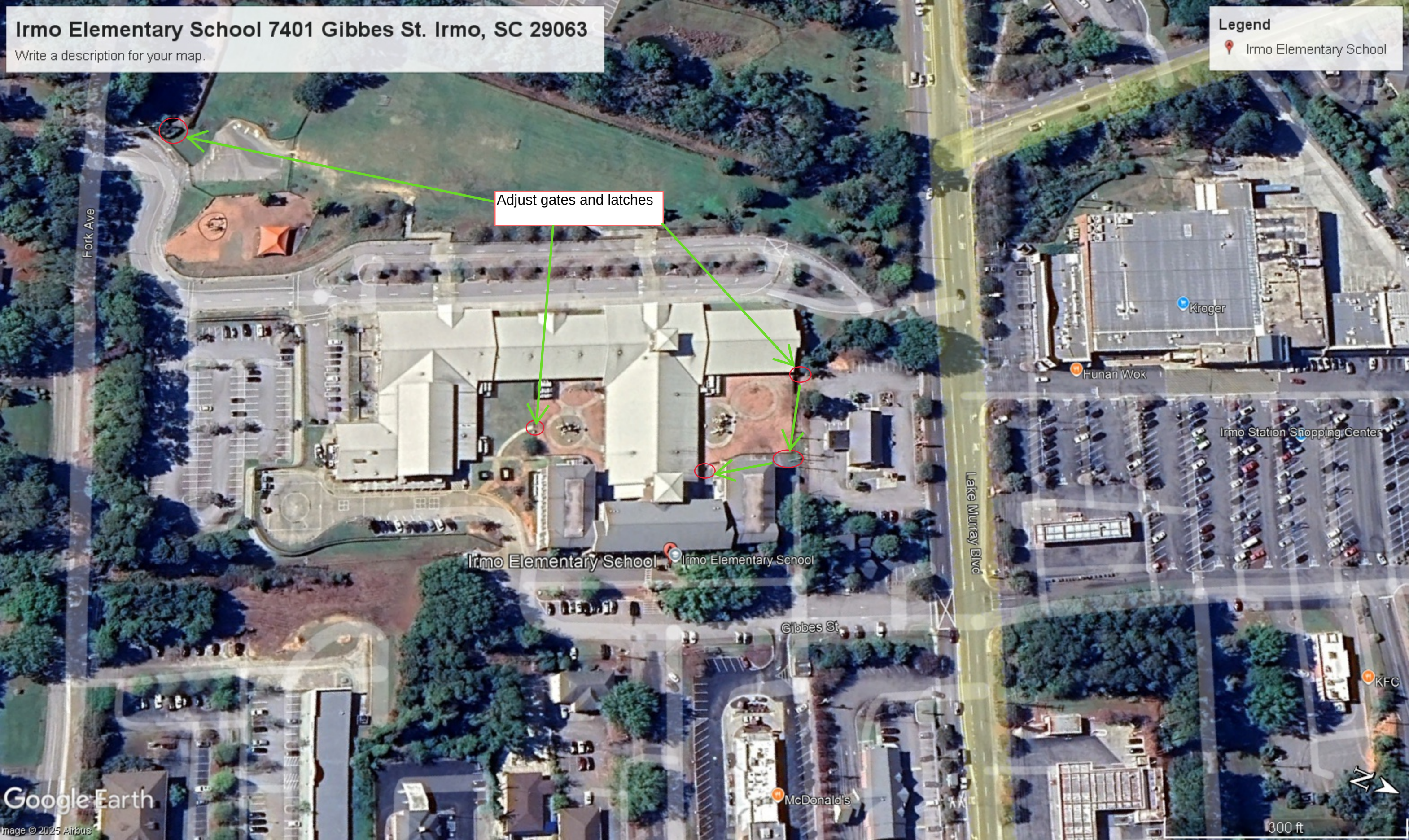
H. E. Corley Elementary School

Irmo Elementary School 7401 Gibbs St. Irmo, SC 29063

Write a description for your map.

Legend

 Irmo Elementary School



Adjust gates and latches

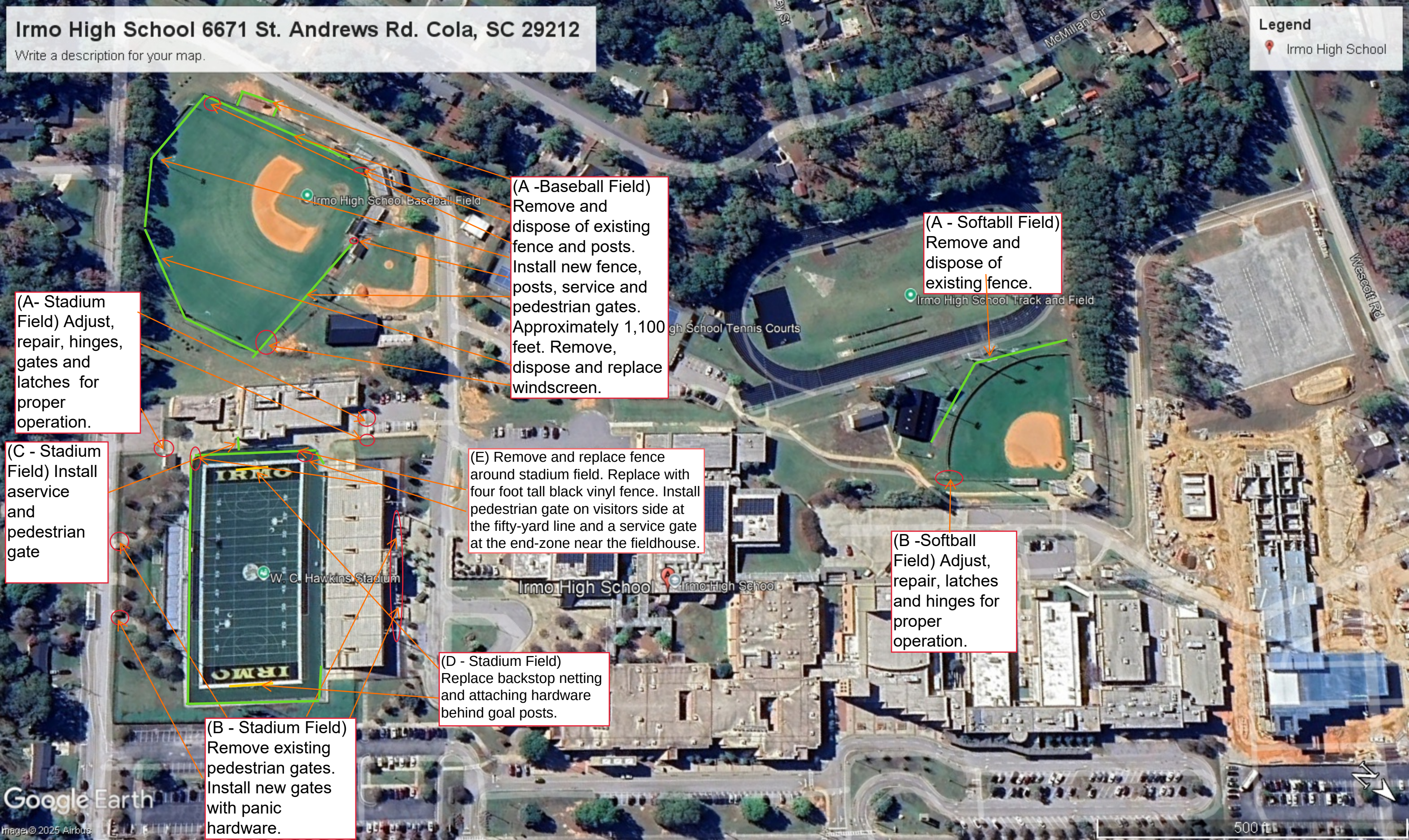


Irmo High School 6671 St. Andrews Rd. Cola, SC 29212

Write a description for your map.

Legend

 Irmo High School



(A- Stadium Field) Adjust, repair, hinges, gates and latches for proper operation.

(C - Stadium Field) Install a service and pedestrian gate

(B - Stadium Field) Remove existing pedestrian gates. Install new gates with panic hardware.

(D - Stadium Field) Replace backstop netting and attaching hardware behind goal posts.

(E) Remove and replace fence around stadium field. Replace with four foot tall black vinyl fence. Install pedestrian gate on visitors side at the fifty-yard line and a service gate at the end-zone near the fieldhouse.

(A -Baseball Field) Remove and dispose of existing fence and posts. Install new fence, posts, service and pedestrian gates. Approximately 1,100 feet. Remove, dispose and replace windscreen.

(B -Softball Field) Adjust, repair, latches and hinges for proper operation.

(A - Softball Field) Remove and dispose of existing fence.

Irmo High School 6671 St. Andrews Rd. Irmo, SC 29063

Write a description for your map.

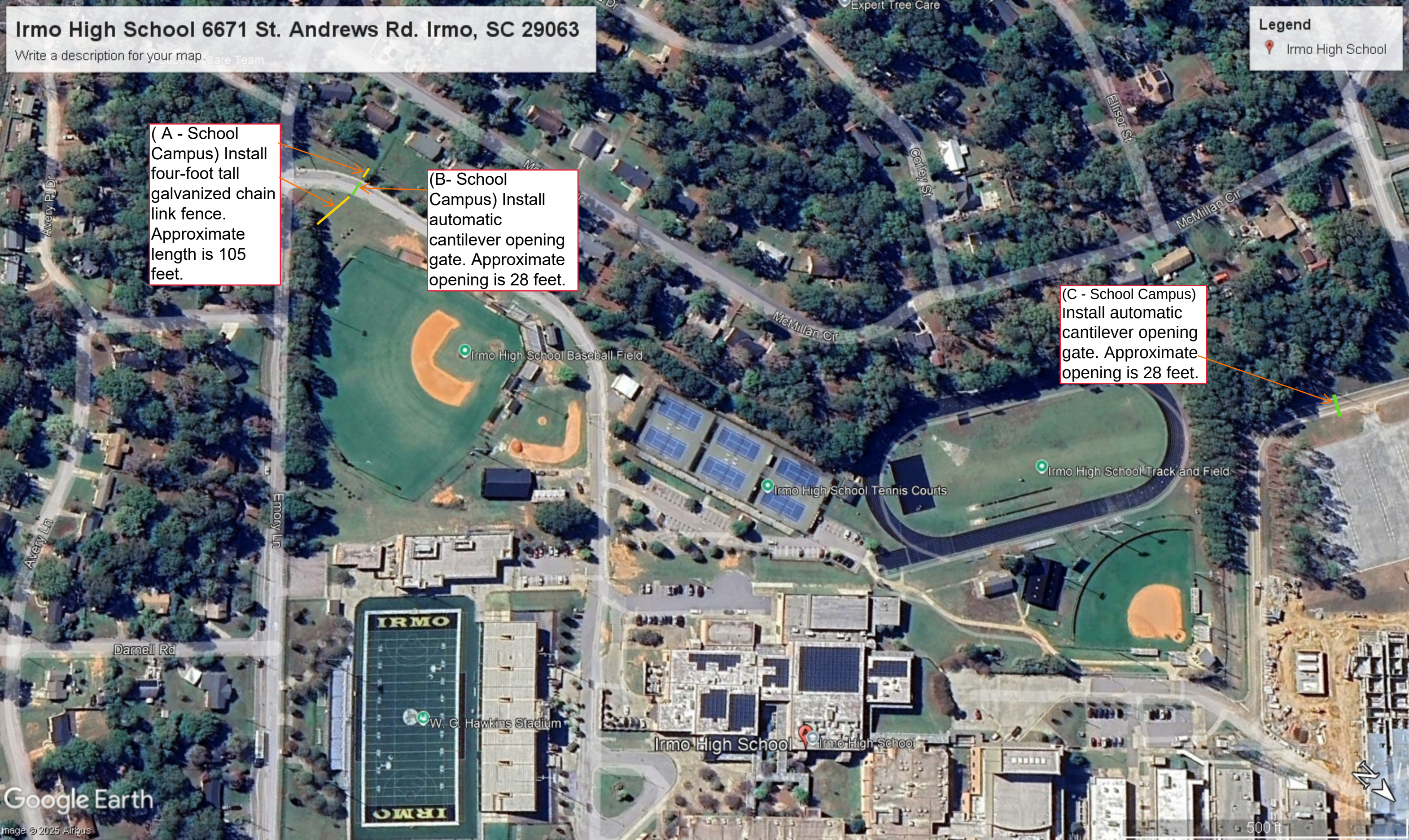
Legend

 Irmo High School

(A - School Campus) Install four-foot tall galvanized chain link fence. Approximate length is 105 feet.

(B- School Campus) Install automatic cantilever opening gate. Approximate opening is 28 feet.

(C - School Campus) Install automatic cantilever opening gate. Approximate opening is 28 feet.



Irmo Middle School 6051 Wescott Rd. Cola, SC 29212

Write a description for your map.

Legend

 Irmo Middle School

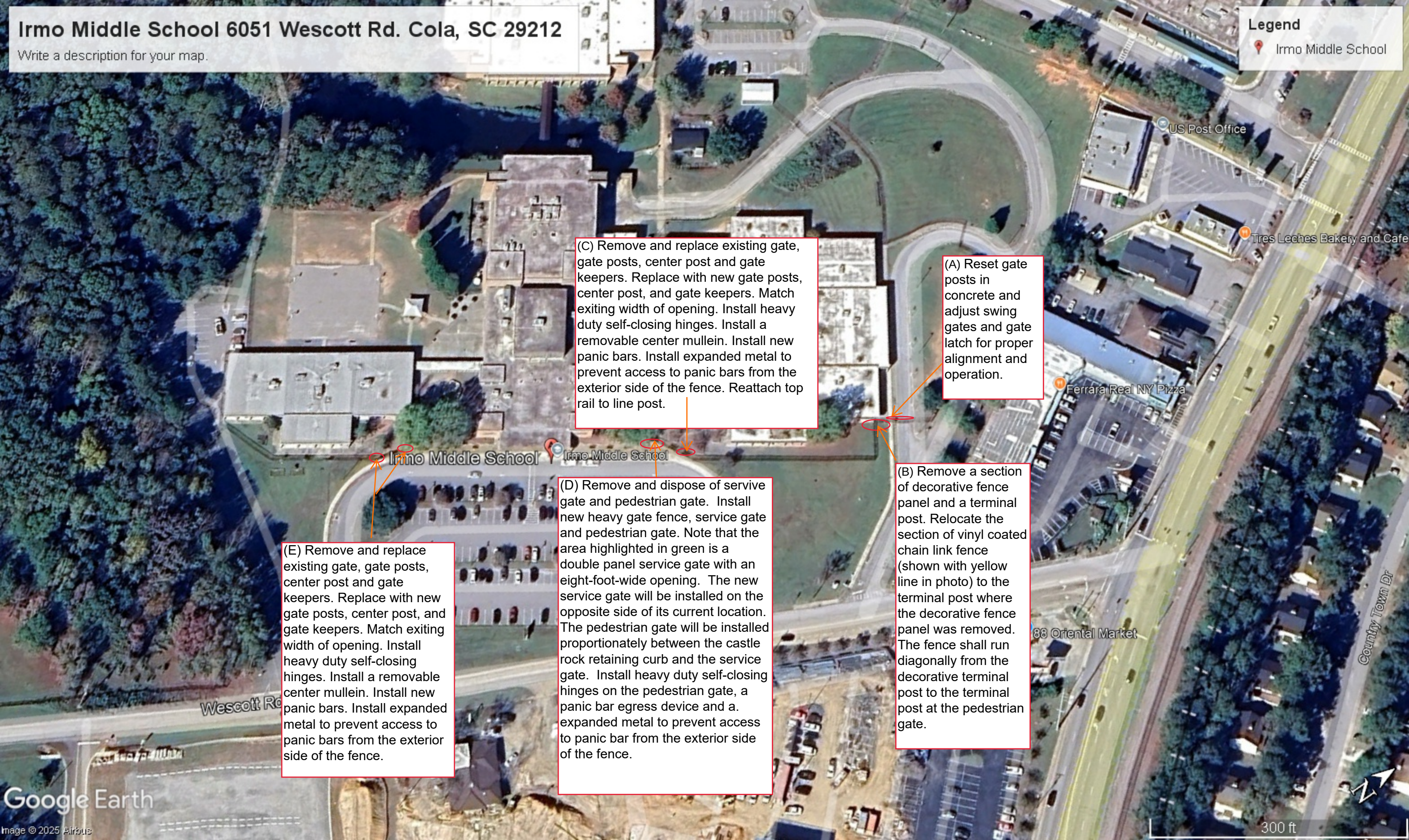
(E) Remove and replace existing gate, gate posts, center post and gate keepers. Replace with new gate posts, center post, and gate keepers. Match exiting width of opening. Install heavy duty self-closing hinges. Install a removable center mullein. Install new panic bars. Install expanded metal to prevent access to panic bars from the exterior side of the fence.

(D) Remove and dispose of service gate and pedestrian gate. Install new heavy gate fence, service gate and pedestrian gate. Note that the area highlighted in green is a double panel service gate with an eight-foot-wide opening. The new service gate will be installed on the opposite side of its current location. The pedestrian gate will be installed proportionately between the castle rock retaining curb and the service gate. Install heavy duty self-closing hinges on the pedestrian gate, a panic bar egress device and a. expanded metal to prevent access to panic bar from the exterior side of the fence.

(C) Remove and replace existing gate, gate posts, center post and gate keepers. Replace with new gate posts, center post, and gate keepers. Match exiting width of opening. Install heavy duty self-closing hinges. Install a removable center mullein. Install new panic bars. Install expanded metal to prevent access to panic bars from the exterior side of the fence. Reattach top rail to line post.

(B) Remove a section of decorative fence panel and a terminal post. Relocate the section of vinyl coated chain link fence (shown with yellow line in photo) to the terminal post where the decorative fence panel was removed. The fence shall run diagonally from the decorative terminal post to the terminal post at the pedestrian gate.

(A) Reset gate posts in concrete and adjust swing gates and gate latch for proper alignment and operation.



Lake Murray Elementary School 1531 Three Dog Rd. Chapin, SC 29036

Write a description for your map.

Legend

 Lake Murray Elementary School



(A) Install pedestrian gates with panic bar hardware.

Lake Murray Elementary School

Lake Murray Elementary School

Piney Woods Elementary School 814 Amicks Ferry Rd. Chapin, SC 29036

Write a description for your map.

Legend

 Piney Woods Elementary School

Remove approximately 700 feet of vinyl privacy and posts and dispose of.

Install twelve-foot wide service gate, two six-foot gate panels.

Install approximately 800 feet of four-foot tall galvanized chain link fence. Fence shall have top rail.

Install pedestrian gate with panic bar assembly.

Piney Woods Elementary School

State Rd S-32-51

Amicks Ferry Rd

State R



River Springs Elementary School 115 Connie Wright Rd. Irmo, SC 29063

Write a description for your map.

Legend

River Springs Elementary School



(A) Install barrier gate.
Approximate width is: 30 feet. Gate shall have two swing arms.

(D) Adjust gate.

(B) Install approximately 752 feet of new galvanized chain link fence 5' tall

(C) Remove and dispose of existing fence. Install new five foot-foot tall galvanized chain link fence. Fence shall have top and bottom rails. Install two each, pedestrian gates with panic bar mechanism.

(C) Install two each pedestrian gates with panic bar assemblies.

Spring Hill Middle School (formerly Chapin Middle School) 11661 Broad River Road Chapin, SC 29036

Legend

Write a description for your map.



Install approximaetly two hundred seventy linear feet of four-foot-tall galvanized chain link fence.

Install a 48" wide pedestrian gate in the center of the fence run.

Spring Hill High School 11629 Broad River Rd. Chapin, SC 29036

Write a description for your map.

Legend

 Spring Hill High School

(A) Install barrier gate. Approximate width is: 30 feet. Gate shall have two each, swing arms.

(B) Install service gate with two seven- foot wide fence panels. Install approximately ten feet of six-foot tall galvanized fence on each side of the service gate.



Nuresery Road Elementary School 6706 Nursery Road Columbia SC 29212

Write a description for your map.

Legend

 Nursery Road Elementary School

 Nursery Road Elementary School

(C) Remove and dispose of existing fence and gate. Install new six-foot tall galvanized fence and a pedestrian gate. Install privacy slates that provide eighty percent (80%) privacy. Gate to have panic bar device on egress side of the gate.

(A) Reset one terminal post in concrete. Replace two each, top-rail sections. re-stretch fabric and reattach to to top rail and line post using steel fasteners.

(B) Repair and/or adjust gates, gate hinges, and latches on two gates. Reset gate posts on two gates and one terminal post in concrete.