

	Lancaster County School District 300 South Catawba Street Lancaster, SC 29720 Phone: (803) 416-8827 Fax: (803) 285-9729	Solicitation Number Description Date Issued Procurement Officer E-Mail Address	Request for Quotes RFQ 201506 Playground Mulch 10/2/14 Jan Petersen, CPPO, CPPB procurement.dept@lcsdmail.net
--	--	--	---

Number of Copies to be submitted: One (1) Original	Submit your quotation to above Physical/Mailing address, Email, or fax number (faxed and emailed quotes are acceptable) Attention: Cara Cox	SUBMIT OFFER BY (Due Date/Time): 10/10/14 2:00 PM
--	---	--

QUOTATION SCHEDULE

Page 1 of 2

Description: **IPEMA Certified Wood playground surfacing**

No.	School Location	<u>Unit Price</u> per 100 cu yd with delivery & unloading fee included
1.	Brooklyn Springs Elementary, 1637 Billings Road, Lancaster, SC 29720	\$ _____/100 cu yd
2.	Buford Elementary, 1906 Rocky River Road, Lancaster, SC 29720	\$ _____/100 cu yd
3.	Central – Discovery School, 302 West Dunlap Street, Lancaster, SC 29720	\$ _____/100 cu yd
4.	Clinton Elementary, 110 Clinton School Road, Lancaster, SC 29720	\$ _____/100 cu yd
5.	Erwin Elementary, 1477 Locustwood Ave, Lancaster, SC 29720	\$ _____/100 cu yd
6.	Harrisburg Elementary, 10251 Harrisburg Road, Indian Land, SC 29707	\$ _____/100 cu yd
7.	Heath Springs Elementary, 158 Solar Road, Heath Springs, SC 29058	\$ _____/100 cu yd
8.	Indian Land Elementary, 4137 Doby's Bridge Road, Indian Land, SC 29707	\$ _____/100 cu yd
9.	Kershaw Elementary, 108 N Rollings Drive, Kershaw, SC 29067	\$ _____/100 cu yd
10.	McDonald Green Elementary, 2763 Lynwood Drive, Lancaster, SC 29720	\$ _____/100 cu yd
11.	North Elementary, 1100 Roddey Road, Lancaster, SC 29720	\$ _____/100 cu yd
12.	Southside Early Childhood, 500 Hampton Road, Lancaster, SC 29720	\$ _____/100 cu yd

- **This solicitation is to establish a contract for a firm fixed price for orders to be placed on an “as needed” basis for the period 10/14/14 through 10/13/15.**

LEAD TIME FOR DELIVERY (after receipt of order) _____

Please specify

NOTES:

- For delivery to any of the 12 elementary schools within the Lancaster County School District on an “as needed” basis. Quantities are unknown. The district shall not guarantee any amount to the contractor.
- All freight, delivery, and unloading charges must be included in the unit prices above. FOB DESTINATION, FREIGHT PREPAID shipping only. Successful contractor will be required to deliver and unload as close to the playground as possible.

No Installation by contractor.

- Omit Taxes from Price: Do not include any sales or use taxes in your price that the district may be required to pay.

Company Name: _____
Quotation Schedule (continued)

Date: _____
Page 2 of 2

RFQ 201506

ACKNOWLEDGEMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
	Initials		Initials		Initials		Initials	

Please complete and sign below:

Name of Offeror _____ Email Address _____

Street Address _____ P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Taxpayer Identification No: _____
 (See "Taxpayer Identification Number" provision)

Telephone number _____ Fax number _____

SC Certified Minority Vendor - Yes ☐ No ☐ If yes, SC Certification # _____
 Non SC Certified Minority Vendor - Yes ☐ No ☐

Authorized Representative's Name (Print)

Title

Authorized Representative's Signature

Date

SCOPE OF SOLICITATION

Acquire Supplies / Equipment: The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

Maximum Contract Period – Estimated: October 14, 2014 through October 13, 2015. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

Amendments to Solicitation: (a) The solicitation may be amended at any time prior to opening. All actual and prospective offerors should monitor the following web site for the issuance of amendments: www.lancastercsd.com. (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.

Award Notification: Notice regarding any award or cancellation of award will be posted at the physical address specified on the cover page. The award, this solicitation, and any amendments will be posted at the following web address www.lancastercsd.com.

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. [02-2A032-1]

Code of Laws Available: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

Completion of Forms/Correction of Errors: 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 quote. Do not modify the solicitation document itself (including quotation schedule).

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.

Drug Free Work Place Certification: By submitting an offer, contractor certifies that, if awarded a contract, contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

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

Ethics Certificate: 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. [02-2A075-2]

Illegal Immigration: 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 subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Omit Taxes from Price: Do not include any sales or use taxes in your price that the district may be required to pay.

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 three (3) 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. (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.

Quotation as Offer to Contract: By submitting your quotation, you are offering to enter into a contract with the district. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the Quotation Schedule. An offer may be submitted by only one legal entity; "joint bids" are not allowed.

Rejection/Cancellation: The district may cancel this solicitation in whole or in part. The district may reject any or all bids in whole or in part (Article 5-1710 of the Lancaster County School District's procurement code).

Responsiveness/Improper Offers:

(a) Bid as specified. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(b) Multiple Offers. Offerors may submit more than one offer, provided that each offer has significant differences other than price. Each separate offer must satisfy all solicitation requirements. If this solicitation is an invitation for bids, each separate offer must be submitted as a separate document. If this

solicitation is a request for proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any offer which fails to conform to the material requirements of the solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the solicitation may be rejected. If a fixed price is required, an offer will be rejected if the total possible cost to the district cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

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

Restrictions Applicable to Offerors: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the using district department or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any using district department or its employees, agents or officials prior to award.

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

Submitting Confidential Information: For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that offeror contends contains information that is exempt from public disclosure because it is either (a) A trade secret as defined in Section 30-4-40(a)(1), or (b) Privileged and confidential, as that phrase is used in LCSD Article IV. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that offeror contends contains a trade secret as that term is

defined by Section 39-8-20 of the Trade Secrets Act. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that offeror contends is protected by LCSD Article VI.O. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the district may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, offeror (1) Agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) Agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) Agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the district will detrimentally rely on offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, offeror agrees to defend, indemnify and hold harmless the Lancaster County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the district withholding information that offeror marked as "Confidential" or "Trade Secret" or "PROTECTED". (All references to S.C. Code of Laws.)

Submitting Your Offer or Modification: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each offeror must submit the number of copies indicated on the cover page. (d) Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

Tax Credit Availability: Contractors interested in income tax credit availability by subcontracting with certified minority firms should contact the Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

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.

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 Article 5-1520 of the Lancaster County School District's procurement code.

INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

Descriptive Literature - Labeling: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

Clarification: Pursuant to Article 5-1520.8, 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.

Unit Prices Required: Unit price to be shown for each item.

SCOPE OF WORK/SPECIFICATIONS

Objective: The Lancaster County School District is seeking quotations from qualified sources for the purchase of playground mulch in accordance with the requirements of this solicitation. Specifications are included on the Quotation Schedule.

Geographical: The Lancaster County School District Office is located at 300 South Catawba Street, Lancaster, SC 29720. Lancaster is approximately forty-five (45) miles south of Charlotte, North Carolina and sixty-five (65) miles north of Columbia, South Carolina. District sites are located within a seventy-five (75) mile radius of downtown. The school district consists of at least thirty-one (31) sites with the furthest sites being approximately twenty (20) miles north of Lancaster toward Charlotte, North Carolina and eighteen (18) miles south of Lancaster toward Camden and Columbia, South Carolina. All other sites are within ten (10) miles of downtown Lancaster.

Delivery/Performance Location – Purchase Order: After award, all deliveries shall be made and all services provided to the location specified by the district's purchase order.

- (a) All items shall be delivered as soon as possible after receipt of district's purchase order(s). Specify lead time on Quotation Schedule.
- (b) Deliveries shall not be to one (1) location, but to any of our twelve (12) elementary schools within our district on an "as needed" basis. Purchase order will state the specific location of the delivery.

- (c) All deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday, excluding holidays.
- (d) All deliveries must be FOB Destination, Freight Prepaid. No tailgate deliveries will be accepted. The term FOB Destination, Freight Prepaid shall mean delivered and unloaded at the district's designated receiving site with all charges for transportation and unloading paid by the contractor. **These charges are to be included in the price of the product, not invoiced separately.** Any claim for loss or damages shall be between the contractor and the carrier.
- (e) The Lancaster County School District shall assume no liability or responsibility for work until after delivery is complete in all respects and accepted by the district. The contractor shall be completely responsible for all terms and conditions in this contract until the above conditions are met.
- (f) No Installation by Contractor.

Item Substitution: No substitutions will be allowed on purchase orders received without written permission from the district's procurement department.

Lead Time: The lead time for delivery (after receipt of order) shall be stated by offeror in definite terms on the Quotation Schedule and may be a factor in making an award.

Protection of Persons and Property: The contractor shall take every precaution necessary to assure the protection of both persons and property while performing work under this contract. The contractor shall be responsible for the repair of any damage caused to district or private property, utilities, etc. as a result of work performed in this contract, at no cost to the district.

Quality – New: All items must be new and in first-class condition. Remanufactured or refurbished items will not be accepted.

Warranty/Guarantee: The successful bidder shall supply a guarantee for all workmanship for the services provided for a period comparable to the standards in the industry. When defects or faulty material or equipment is discovered during the guarantee period, the contractor shall, immediately upon notification by the district, proceed at his own expense to repair or replace the same, together with any damage to all finishes, equipment and furnishings that may have been damaged as a result of the defective product and or service.

QUALIFICATIONS

Qualification of Offeror: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the District Standards of Responsibility, and information from any other source may be considered. An offeror must, upon request of the district, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. (Article 5-1810 of the Lancaster County School District's procurement code).

- **District Standards of Responsibility** – Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:
 1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 2. a satisfactory record of performance;
 3. a satisfactory record of integrity;

4. qualified legally to contract with the district and the State; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

AWARD CRITERIA

Award Criteria: Award will be made to the lowest responsible and responsive offeror.

Award to One Offeror: Award will be made to one offeror.

Unit Price Governs: In determining award, unit prices will govern over extended prices unless otherwise stated.

TERMS AND CONDITIONS – A. GENERAL

Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

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.

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

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

- Price(s) shall include overhead, profit, insurance, rental equipment, power tools, travel, fuel, fuel surcharges, delivery, set-up charges, etc. The district shall not honor any hidden charges.

Non-Indemnification: Any term or condition is void to the extent it requires the district to indemnify anyone.

Payment & Interest: (a) Unless otherwise provided in this solicitation, 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. (c) Notwithstanding any other provision, payment shall be made in accordance with Article 1-45 of the Lancaster County School District's procurement code, 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 Article 1-45 of the Lancaster County School District's procurement code ("an amount not to

exceed fifteen percent each year"), as amended. (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. § 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.

- All invoices for payment of purchases of goods or services shall be delivered to the Lancaster County School District's office.
- All payment for purchases of goods and services shall be paid by the district within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

Publicity: Contractor shall not publish any comments or quotes by 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.

- Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.
- Orders placed by credit card must be provided confirmation of order placed against the card.

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.

TERMS AND CONDITIONS – B. SPECIAL

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

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.

Contractor's Liability Insurance:

1. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of

claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
 - d. claims for damages insured by usual personal injury liability coverage;
 - e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - g. claims for bodily injury or property damage arising out of completed operations; and
 - h. claims involving contractual liability insurance applicable to the contractor's obligations under the provision entitled Indemnification – Third Party Claims.
2. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:
- a. Premises – Operations,
 - b. Independent Contractor's Protective,
 - c. Products and Completed Operations,
 - d. Personal and Advertising Injury,
 - e. Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims,
 - f. Broad Form Property Damage including Completed Operations, and
 - g. Owned, Non-owned and Hired Motor Vehicles.
3. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense	\$ 5,000

BUSINESS AUTO LIABILITY (including all owned, non-owned, and hired vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each)\$ 750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit;

\$100,000 Disease, Each Employee

4. Required Documentation:
 - a. Prior to commencement of the work, contractor shall provide to the district a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name Lancaster County School District as a certificate holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.
 - b. Prior to commencement of the work, contractor shall provide to the district a written endorsement to the contractor's general liability insurance policy that
 1. names the Lancaster County School District as an additional insured,
 2. provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the district has been given at least thirty (30) days prior written notice, and
 3. provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the district as secondary and noncontributory.
 - c. Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.
5. Contractor shall provide a minimum of thirty (30) days written notice to the district of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.
6. The district's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

Default – Short Form: The district may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the district, upon request, with adequate assurances of future performance. In the event of termination for cause, the district shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the district for any and all rights and remedies provided by law. If it is determined that the district improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

District-Wide Term Contract – Scope: The scope of this contract is limited by the Quotation Schedule and by the description included in Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations.

Estimated Quantity – Purchases From Other Sources: The district may bid separately any unusual requirements or large quantities of supplies covered by this contract.

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

Indemnification – Third Party Claims: 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 Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the Lancaster County School District, its instrumentalities, agencies, departments, boards, political subdivisions 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.

Shipping/Risk of Loss: F.O.B. Destination. Destination is the district's designated receiving site, or other location, as specified on the purchase order. (See Delivery clause).

Term of Contract – Effective Date/Initial Contract Period: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

Warranty – Standard: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.