

	Lancaster County School District 300 South Catawba Street Lancaster, SC 29720 Phone: (803) 416-8828 Fax: (803) 285-9729	Solicitation Number Description Solicitation Issue Date Procurement Officer E-Mail Address	Invitation for Quotes 201524 Vocational Tools/Equipment, 3 schools 4/14/15 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 quotes are acceptable) Attention: Cara Cox	SUBMIT OFFER BY (Due Date/Time): 4/21/15 @ 2:00 PM - EST

QUOTATION SCHEDULE

Page 1 of 3

No	Name, Description, & Mfg Part #	Lead time (ARO)	Qty	Unit Price	Extended Price
LANCASTER HIGH CAREER CENTER					
1	FLIR, Thermal Imaging Camera 80 x 60, FLIR E4		1	\$	\$
2	AEMC, Hand Cranked Megohmmeter, 6503		1	\$	\$
3	JET, 6-Speed Mini Lathe, JML 1014		3	\$	\$
4	Crown Tools', 5 piece 1/2" Turning Tool Set includes: skew chisel, round nose scraper, spindle gouge, spear point scraper and 1/4" wide parting/beading tool		3	\$	\$
5	Freud, Door Makers Set, UC-900 - Set with UC-210 panel cutter		1	\$	\$
6	Dewalt, 5" Variable Speed Random Orbital Sander, D26453K		5	\$	\$
7	Panel Pro, Safety Speed Cut Panel Pro 2 Saw, PRO2K		1	\$	\$
8	JET, Variable Speed Mini Lathe, 1015VS		1	\$	\$
BUFORD HIGH SCHOOL					
9	Milwaukee, 15 Amp Panel Saw, 6480-20		1	\$	\$
10	JET, JBOS-5 Bench Top Oscillating Spindle Sander, 708404		1	\$	\$
11	Dewalt, 2.4 Amp 1/4 Sheet Pad Sander, D26441K		5	\$	\$
12	JET, 8 inch Industrial Bench Grinder, JET 577102		1	\$	\$
13	Dewalt, 4.5 inch Small Angle Grinder, D28402W		1	\$	\$
14	Craftsman, Sign Pro Router Kit, 66581		2	\$	\$
15	Craftsman, 17 piece Screwdriver Set, 31794		2	\$	\$
16	Stanley, 1 inch x 25 feet Powerlock Steel Tape Measure, 33-425		20	\$	\$
17	PLUMB, 20 oz. Fiberglass-Handle Claw Hammer, 11418		10	\$	\$
INDIAN LAND HIGH SCHOOL					
18	Drill Doctor, Bit Sharpener, 750X		1	\$	\$
19	Dewalt, 10" Single Bevel Miter Saw, DW713		1	\$	\$
20	Firebird, Safety Glasses, 73401		150	\$	\$
21	Nicholson, Round File 10" Second Cut, 12051		5	\$	\$
22	Stanley, Classic 99 Retractable Razor Knife, 10-099		20	\$	\$

23	Stanley, 1/32" Nail Set, 58-911		20	\$	\$
24	Master Painter, Nylon Handle Steel Blade Putty Knife, 2010TV		20	\$	\$
25	Johnson Professional's Choice, Power Tape 16'L, 1803-0016		30	\$	\$
26	Klein, High Leverage Side Cutting Pliers, D213-9NE		25	\$	\$
27	Long Needle Nose Pliers, 777-6CVN		5	\$	\$
28	Eklind, 6" T-Handle Allen Wrenches, 60614		1	\$	\$
29	Eklind, 8 piece Cushion Grip T-Handle Metric Allen Wrenches, 56168		1	\$	\$
30	8' Fiberglass Ladder, 6208		1	\$	\$
31	4' Fiberglass Ladder, 6204		2	\$	\$
32	Shop-Vac, 10 Gallon Industrial Super Quiet Series Wet/Dry Vacuum, 925-23-10		1	\$	\$
33	Cordless Drills with Battery Pack		2	\$	\$
Total Bid					\$

- **Specify Lead Time for Delivery - ARO (after receipt of order)**
Lead time may be a factor in the award of this contract.
- All freight, delivery & handling charges must be included in the unit price for an "Inside Delivered Price". FOB DESTINATION, Freight Prepaid shipping only. (see *Scope of Work/Specifications, Delivery/Performance Location – Purchase Order*)
- By submitting a quotation, 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.
- Omit Taxes from Price: Do not include any sales or use taxes in your price that the district may be required to pay.
- Delivery location(s) are listed in *Scope of Work/Specifications, Delivery/Performance Location – Purchase Order*.
- Alternates will not be considered, unless an item specified on the quotation schedule has been discontinued and no longer available. If bidding an alternate, include specs with quotation (see *Scope of Work/Specifications, Discontinued Model on Quotation Schedule*).

Company Name: _____

Date: _____

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.

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). Please DO NOT use any form of correction tape or fluid if an error is made on the Quotation Schedule or any other documents to be submitted with your quote. This can cause your bid to be rejected. Please mark through the error, writing the correct amount or information, and initialing the correction.

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. 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. [02-2A075-2]

Iran Divestment Act - Certification: (a) The Iran Divestment Act List is a list published pursuant to the South Carolina Code of Laws Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the district to award a contract to an offeror. (b) By signing your offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the District's Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act list.

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

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.

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's 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's 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 Section 11-35-410. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the district may, in its sole discretion, determine it 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, it's 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 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 to provide and deliver equipment and/or supplies in accordance with the requirements of this solicitation. Specifications and quantities are included on the quotation schedule. Alternates will not be considered unless an item specified on the quotation schedule has been discontinued.

Geographical: Lancaster County School District Office is approximately forty-five (45) miles south of Charlotte, North Carolina, and sixty-five (65) miles north of Columbia, South Carolina. The district office is one block off Main Street, near the center of town.

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.

Delivery sites:

- **Buford High School, 4290 Tabernacle Road, Lancaster, SC 29720**
(approximately 10 miles east of the district office)
- **Indian Land High School, 8063 River Road, Indian land, SC 29707**
(approximately 19 miles north of the district office)
- **Lancaster High Career Center, 625 Normandy Road, Lancaster, SC 29720**
(approximately 1 mile north of the district office)

1. All items must be shipped, received, and invoiced no later than May 29, 2015. The district anticipates a purchase order will be issued no later than 4/22/15.
2. All deliveries must be FOB Destination, Freight Prepaid, Inside Delivery. No tailgate deliveries will be accepted. The term FOB Destination, Freight Prepaid, Inside Delivery shall mean delivered, unloaded and brought inside to 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.
3. All deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays.
4. The Lancaster County School District shall assume no liability or responsibility until after delivery is complete in all respects and accepted by the district. The vendor shall be completely responsible for all terms and conditions in this contract until the above conditions are met.

Discontinued Model on Quotation Schedule: If any item listed on the quotation schedule has been discontinued, bid on the replacement model for the discontinued item.

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

Lead Time: The anticipated lead time for delivery should be stated in definite terms (on the quotation schedule) and may be a factor in making an award.

Operational Manuals: Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

Quality – New: All items must be new. Refurbished or remanufactured items will NOT be accepted.

Additional Purchases: Prices must remain in effect for a period of not less than ninety (90) days from the award of the contract for any additional purchases that may be needed by the district.

AWARD CRITERIA

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

Award to Multiple Offerors: Award may be made to more than one offeror.

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

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 (30) 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 19-44.2180, which does not restrict transfers by operation of law.

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, etc. The district shall not honor any hidden charges.

Iran Divestment Act – Ongoing Obligations: (a) You must notify the Procurement Officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act list. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act list. [07-7A072-1]

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.

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 Article 1-45 of the Lancaster County School District's procurement code, 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 Article 1-45 of the Lancaster County School District's procurement code ("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. § 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.

- 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. 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.

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.

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 material 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.

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]

Indemnification – Third Party Claims - General: Notwithstanding any limitation in this agreement, contractor shall defend and indemnify the Lancaster County School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorney’s fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow contractor to settle such suit or claim so long as;

- a. all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor, and
- b. the settlement imposes no non-monetary obligation upon district.

District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor. District shall reasonably cooperate with contractor’s defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties’ agreement.

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, Freight Prepaid. Destination is the district’s designated receiving site, or other location, as specified on the purchase order. (See Delivery clause).

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.