

Georgetown County School District Business Services Procurement Office 2018 Church Street Georgetown, S.C. 29440 Phone (843) 436-7000	Solicitation Type: Fixed Price Bid Solicitation Number: 2425011 Date Issued: 10/15/2024 Procurement Officer: Vicki Williams Phone: (843) 436-7024 E-Mail Address: vwilliams@gcsd.k12.sc.us
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DESCRIPTION: Provide Miscellaneous Repair, Maintenance and Emergency Electrical Services – Term Contract

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

SUBMIT OFFER BY (Opening Date/Time): 10/30/2024 at 2:00 p.m. (EST) (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY (Date/Time): 10/22/2024 at 4:30 p.m. (EST) (See "Questions from Offerors" provision)

SUBMIT QUESTIONS TO: vwilliams@gcsd.k12.sc.us

NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES BELOW:

PHYSICAL ADDRESS:

Georgetown County School District
 Office of Procurement Services
 Attn: Vicki Williams Solicitation #2425011
 2018 Church Street
 Georgetown, South Carolina 29440

MAILING ADDRESS:

Georgetown County School District
 Office of Procurement Services
 Attn: Vicki Williams Solicitation # 2425011
 2018 Church Street
 Georgetown, South Carolina 29440

See "Submitting Your Offer" provision.

CONFERENCE TYPE: ☐ MANDATORY ☐ NOT MANDATORY ☐ N/A
DATE & TIME: Click or tap to enter a date. at (EST)
 As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

LOCATION:

AWARD & AMENDMENTS

Notice of Award and any addendums to the solicitation will be posted on the GCSD website at:
<http://www.gcsd.k12.sc.us/?DivisionID=14195&DepartmentID=14702&SubDepartmentID=6626>
 Go to Departments/ Business Services/Procurement/Awards

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 () calendar days after the Opening Date. (See "Signing Your Offer" provisions)

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter 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. An offer may be submitted by only one legal entity. The entity named as the Offeror **must** be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
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PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)				NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (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:			
								<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)			
<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)											
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)											
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date				
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)			10 Calendar Days (%) _____	20 Calendar Days (%) _____	30 Calendar Days (%) _____	_____ Calendar Days (%)					
MINORITY PARTICIPATION											
Please answer the following questions:											
1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide certification number: _____. If no, would you qualify as a MOB/WOB based on the District's requirement of at least fifty-one percent (51%) ownership by a woman or person of ethnic (non-white) origin? <input type="checkbox"/> Minority-owned <input type="checkbox"/> Woman-owned											
PROCUREMENT CARD Do you accept purchasing (Mastercard) cards to facilitate ordering and payment? <input type="checkbox"/> Yes <input type="checkbox"/> No											
ACKNOWLEDGEMENT											
Have you clearly listed any deviations from the requested specifications and fully explained such deviations? <input type="checkbox"/> Yes <input type="checkbox"/> No Failed projects, suspensions, debarments, and significant litigation exist. <input type="checkbox"/> None exist <input type="checkbox"/> Yes If yes, below is a list of failed projects, suspensions, debarments, and significant litigation exist.											

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the Offeror should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the Offeror by notation in the lower left corner of the cover of each Offeror with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offerors shall be signed by only those Company officials or agents duly authorized to sign bid/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if Offeror is submitting confidential information, 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.

Return all with boxes checked:

- ☒ **(1) Original** hard copy of complete offer;
- ☐ **(1) Original** hard copy and copies (marked 'copy');
- ☐ **(1) Original** submitted electronically on USB Flash Drive;
- ☐ **(1) Original** and copies submitted electronically on USB Flash Drive;
- ☐ **(1) Redacted** copy (marked 'redacted') submitted electronically on USB Flash Drive **IF** you are submitting confidential information;
- ☐ **Other:**

(see Section II A "Submitting Confidential Information")

(see Section II B "Electronic Copies – Required Media and Format")

(see Section IV "Submitting Redacted Offerors provision")

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES: The purpose of this solicitation is for Georgetown County School District (GCSD) to solicit offers from qualified sources to provide standard and emergency electrical repair and maintenance services on an as-needed basis in accordance with all requirements stated herein.

MAXIMUM CONTRACT PERIOD – (ESTIMATED): Start date: 11/1/2024 End date: 6/30/2029.

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". ***The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one-year renewal options. The maximum potential contract life is five years.***

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 CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION UNLESS EXPRESSLY PROVIDED OTHERWISE

ADDENDUM means a document issued to supplement or revise the original solicitation document.

AMENDMENT means an agreed addition to, deletion from, correction, or modification of a document or contract.

BOARD means the Georgetown County School District's Board of Education; the governing body of the District.

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

BUYER means the purchaser or procurer of products and services.

CHANGE ORDER means any written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the Contractor) request that directs the Contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans, or specifications of the project.

CONTRACT means all types of Georgetown County School District's agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

CONTRACT MODIFICATION means a written alteration in specifications, delivery point, frequency of delivery, period of performance, price, quantity, or other provisions of the contract, accomplished by mutual agreement of the parties to the contract.

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

COOPERATIVE PURCHASING means procurement conducted by, or on behalf of, more than (1) public procurement unit.

DAYS means calendar days.

DISTRICT means a governmental entity governed by an elected Board of Education, which appoints a Superintendent to carry out policies established by the Board. This refers to the Georgetown County School District hereinafter referred to as the "District".

GEORGETOWN COUNTY SCHOOL DISTRICT (GCSD) is a public-school district serving Georgetown County, South Carolina.

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

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

PROCUREMENT COORDINATOR means the individual who is responsible for the daily procurement activities of the District.

PROCUREMENT OFFICER means any person acting within the scope of his/her authority and duly authorized by Georgetown County School District to enter into and administer contracts and make written determinations and findings with respect thereto, as identified as such on either the Cover Page, an amendment, or an award notice.

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

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

US or **WE** means Georgetown County School District.

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.

YOU and **YOUR** means Offeror.

ADDENDUMS 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 Addendums: <http://www.gcsc.k12.sc.us/?PN=Pages&SubP=Level1Page&L=3&DivisionID=14195&DepartmentID=14702&SubDepartmentID=6626&PageID=23930>
(b) Offerors shall acknowledge receipt of any addendum to this solicitation (1) by signing and returning the addendum, (2) by

letter, or (3) by submitting a bid that indicates in some way that the bidder received the addendum. (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 or designee is the only Georgetown County School District's official authorized to bind the District 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 specified on the Cover Page, or if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Georgetown County School 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 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, documenting the fact(s) of Offeror's error.

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.

BOARD AS PROCUREMENT AGENT: The Procurement Officer is an employee of the Board acting on behalf of the Georgetown County School District pursuant to the District's Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: 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 Georgetown County School District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (MODIFIED): The Georgetown County School District's Procurement Code is available at: <http://www.gcsd.k12.sc.us/?PN=Pages&SubP=Level1Page&L=3&DivisionID=14195&DepartmentID=14702&SubDepartmentID=6626&PageID=23930>

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 bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of Georgetown County School District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Georgetown County School District's Office of Procurement as instructed on the Cover page prior to the bid opening or the District's mail room which services that purchasing office prior to the 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, Georgetown County School 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.

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 addendum. 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.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that Georgetown County School 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.

PROTESTS: Any prospective bidder, Offeror, Contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, Contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210]

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 Georgetown County School District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer.] [R. 19-445.2010]

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

PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Addendum, 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 regarding the original solicitation or any addendum must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) Georgetown County School 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. [See R. 19-445.2140]

All questions should be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover page. The preferred method of receiving questions is via e-mail with the subject "**QUESTIONS in reference to Solicitation # 2425011**" and a Microsoft Word attachment using the following format:

Question Number	IFB Section Reference	IFB Page Number	Question

REJECTION/CANCELLATION: Georgetown County School District may cancel this solicitation in whole or in part. Georgetown County School District may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

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. [R.19-445.2070 and Section 11-35-1520(13)]

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

(e) Unbalanced Bidding. GCSD may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the 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.

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

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

SCHOOLS – GEORGETOWN COUNTY SCHOOL DISTRICT’S OFFICE OF PROCUREMENT SERVICES CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Georgetown County School District’s Office of Procurement 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 processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If Georgetown County School District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

SUBMITTING CONFIDENTIAL INFORMATION: (An overview is available at <https://procurement.sc.gov/legal/general-info>) 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 or (b) privileged and confidential. 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, Georgetown County School 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, Georgetown County School 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 Georgetown 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 withholding information by Georgetown County School 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 of Procurement Services as 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 FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES: Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A

taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the Contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: 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.

VENDOR REGISTRATION: Offerors who have not provided products/services to Georgetown County School District in the past or have not updated your companies profile with the District via of a completed vendor application and [W-9](#) within the past three (3) years, please complete the vendor application along with the W-9 and submit 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.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

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.

MAIL PICKUP: The District's mail is delivered from the US Postal Service once daily before noon (excluding weekends and holidays). Mail is routed internally at non-specific times. The risk of being delivered late is placed upon the Offeror. See provision entitled Deadline for Submission of Offer.

PROTEST-CPO – GCSD ADDRESS: Any protest must be addressed to the Mrs. Lisa Johnson, Chief Procurement Officer, Georgetown County School District, and submitted in writing (a) by email to vwilliams@gcsd.k12.sc.us, (b) by post or delivery to 2018 Church Street, Georgetown, SC 29440.

UNIT PRICES REQUIRED: Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS:

INTRODUCTION: Georgetown County School District is coextensive with the county and is located on the southern end of South Carolina's "Grand Strand". The District is bordered on the east by the Atlantic Ocean, the south by Charleston County, the west by Williamsburg County and the north by Horry County. The land area of the District encompasses 812 square miles. Our District serves students in the towns of Georgetown, Andrews, Pawleys Island, and the rural areas in Georgetown County. The school district is comprised of 19 schools with approximately 10,000 students in grades pre-K through 12. Currently, there are nine (9) elementary schools, four (4) middle schools, and four (4) high schools, as well as the Howard Adult Center (that serves approximately 500 participants) and JB Beck Education Center in GCSD.

For more information about Georgetown County School District, please view our District website at www.gcsd.k12.sc.us.

SCOPE OF WORK: Georgetown County School District (GCSD) is seeking qualified, licensed, insured and experienced electrical contractors to supply electrical repair, maintenance, and emergency electrical services to GCSD, on an as-needed basis. The Contractor shall service all locations within the district in accordance with all requirements stated herein.

The district requires contractor support to provide the following repairs and maintenance: Service, installation and repair included but not limited to: Service, installation and repair of all electrical and wiring systems including but not limited to lighting, power, fire alarm systems, intercom systems, emergency power systems, data wiring, and any other system as designated by the Director of Facilities Maintenance Services or designee.

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and all other items to perform tasks as necessary.

- A. **Work Hours:** The Contractor shall only perform work during the hours of 7:00 am and 3:00 pm, Monday through Friday, excluding holidays, unless the Contractor receives prior written approval from GCSD stating otherwise. Contractors must sign in/out where work is to be performed, job ticket must be annotated with those times and signed by district representative that work has been inspected and completed to satisfaction. Invoices not reflecting this information will not be paid and may jeopardize the continuation of this contract

Man hours paid under this Contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labor or equipment. Offeror shall own and have tools and equipment common to the trade to perform the services described.

- B. **Non-Emergency Work Orders.** GCSD will contact the Contractor when there is a need for services. Expected service calls response time will be same day if call is placed prior to 12:00 noon; and next day before noon if call is placed after 12:00 noon. Service is permitted during GCSD business hours from 7:00am to 3:00pm Monday through Friday only, except for emergencies. Services shall only be performed by the Contractor after receipt of written authorization from GCSD. NO WORK SHALL BEGIN WITHOUT A PURCHASE ORDER OR PRIOR WRITTEN AUTHORIZATION OF THE PROCUREMENT DEPARTMENT OR THE FACILITIES MANAGER. The district is not liable for payment for work done without a purchase order or prior written authorization.

Examples of electrical services required on an "as-needed" basis are, but not limited to:

1. Replacement of faulty wiring;
2. Replacement and wiring of breakers and breaker boxes;
3. Moving and/or repairing existing electrical outlets and/or furnishing and installing new outlets;

4. Furnishing and installing new timer controls for lighting;
 5. Repair or replacement of faulty emergency exit lights and back-up emergency lights;
 6. Replacement of faulty interior and exterior lighting fixtures (fixtures may be supplied by GCSD);
 7. Upgrade to code obsolete wiring, fixtures, breakers, controls, etc.;
 8. Other electrical issues that may arise.
- C. **Emergency Work Orders.** When notified by GCSD of emergency work, the Contractor must arrive at the designated property within two (2) hours of notification. If the Contractor is not available in that timeframe, GCSD reserves the right to contact another firm to provide the services.
- D. **Troubleshooting.** At the request of GCSD or its respective departments, the Contractor shall perform troubleshooting to identify a problem and make recommendations for repair and/or correction of problem
- E. **Estimates.** Prior to commencing work, GCSD may require the Contractor to submit a written estimate containing the following:
1. A complete list of all services and/or repairs that need to be performed.
 2. A complete and detailed list of all supplies, parts, and materials needed to complete the work.
 3. The estimated number of labor hours to perform the services; and
 4. The estimated total dollar amount for the work.
 5. If a major electrical problem is discovered and the cost is expected to be over \$10,000, a detailed quote shall be provided to GCSD to determine reasonability and provide authority to proceed. Notwithstanding the foregoing, GCSD reserves the right to obtain quotes from other vendors and award the project to the lowest most responsive bidder.
- F. **Parts and Materials.** Contractor shall provide the following miscellaneous basic parts/materials and supplies to GCSD at no additional cost: cleaners, rags, nuts, screws, bolts, sand cloth, solder, wire nuts, wire connectors, electrical tape, and other standard items to the trade. All parts installed and/or materials used are to be exact duplicate, or an approved substitute of original used and/or specified by the manufacturer of the equipment, and in every case, guaranteed as per manufacturer's specification.
- G. **Work Area.** Contractor shall take such precautions and set up any and all barricades necessary to prevent injury at any and all worksite. Contractor shall contact Director of Facilities Maintenance Services or designee prior to setting up any barricades that would prohibit or severely limit public access to County offices. All materials at the job site shall be cleaned up at the end of each day and left neatly.
- H. **Overtime.** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one-half hours worked more than 40 hours per week. GCSD considers regular time to be Monday through Friday (excluding holidays; see GCSD's list of official holidays below) from 7:00 am to 3:00 pm. GCSD will pay a rate of 1.5 of the proposed hourly rates for the applicable pricing item for any work that GCSDA requires the Contractor to perform during non-regular-time hours.
1. **Overtime Exclusion.** GCSD shall not be responsible to pay the Contractor overtime for any work that the Contractor chooses to work during non-regular-time hours (e.g. if the necessity for the work during non-regular-time hours is due to the Contractor's lack of staffing or other work that the Contractor may have with other clients). GCSD expects services to be provided during normal business hours.
 2. **GCSD's Official Holidays.** GCSD's set official holidays are Martin Luther King Day; Presidents Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Thanksgiving and the day (Friday) immediately following; Election Day; Winter Break; and Spring Break. GCSD will pay overtime for any work GCSD directs the Contractor to provide on the specific holidays identified above if those days are also official holidays for

the Contractor (e.g., if Juneteenth is not an official holiday for the Contractor, then GCSD will not pay the Contractor at the overtime rate for services provided that day).

- I. **Hourly Rate Billing.** The proposed hourly rates shall be billed in 15-minute increments. Labor shall only be invoiced for actual time expended on the job and shall not include travel time (i.e., Billing will begin when the Contractor arrives at the job site and end when the Contractor leaves the site. Therefore, the proposed hourly rate must reflect any travel and administrative time and/or any other costs associated with the work.).

J. Contractor Responsibilities.

1. **Tools and Equipment.** The Contractor shall own or have access to all necessary tools, equipment, and supplies to perform the services detailed herein. The Contractor shall always ensure that tools, equipment, and materials are handled, placed, and stored in a secure and safe manner to protect all parties, including but not limited to the Contractor's workers, GCSD students and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. It will be especially important that the hallways are clear for ingress and egress. GCSD will bear no responsibility for damage to Contractor's equipment regardless of circumstances.
2. **Safety Standards.** The Contractor must ensure that each of its employees knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall also ensure the safety of the Contractor's staff, GCSD students and employees and the public at all times while performing services. The Contractor shall, upon request from GCSD, provide GCSD with a copy of its safety policy.
3. **Debris.** The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris. Unless pre-approved by GCSD, debris must not be placed in GCSD dumpsters and must be removed from the work site by the Contractor. When removing debris that contains asbestos, lead, or other hazardous materials, the Contractor must provide GCSD with written documentation stating that such was properly disposed per any applicable local, state and/or federal requirements.
4. **Prior Approval Required.** The Contractor shall not conduct any work without the prior written authorization of the GCSD representative. Failure to abide by this directive shall release GCSD of any obligation to pay the Contractor for any work conducted without GCSD's prior written authorization.
5. **Warranty/Guarantee.** All work provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of not less than 365 days (one calendar year). The Contractor will provide all labor for warranty work for the length of the manufacturers warranty on a new system or part that the Contractor installs.
6. **Damage.** The Contractor shall timely repair any damage to GCSD property, or any other property caused by the Contractor, whether such acts were intentional or not.
7. **Work Performance.** The Contractor shall ensure that all work performed by the Contractor is performed in a safe and professional manner, compliant with all codes, laws, regulations, statutes, and commonly accepted industry standards.
8. **Identification.** The Contractor must have proper identification for all Contractor personnel when on GCSD sites (i.e., wearing company logo, uniform, ID badge, etc.).
9. **Workmanlike Standard.** The Contractor shall, without charge, replace or correct any work found by GCSD to (1) not conform to the contract requirements, or (2) not meet workmanlike standards as determined by

GCSD, unless GCSD decides, in its sole discretion, it is in its interest to accept the work as is with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove any rejected materials from the premises. If the Contractor does not replace or correct rejected work within five (5) business days of being notified, GCSD may (1) replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed with work.

10. **Communication.** The Contractor shall always maintain open lines of communication with the appropriate GCSD staff member(s), respond in a timely manner, and provide updates to GCSD as needed.
11. **Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: GCSD will reimburse the Contractor for the government mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such. The Contractor must provide back-up documentation when invoicing for such.). The Contractor will be responsible for ensuring that all permits are closed upon completion.
12. **Building Exits.** During construction, the Contractor shall maintain all required building exits necessary for fire egress and emergency building exits.
13. The Contractor shall organize and schedule work activities, confine storage, trailer, access and parking to not interfere with the continued use of the building.

K. **Licensing and Insurance Requirements.** Prior to award, the successful bidder will be required to provide:

1. **Workers Compensation Insurance.** In accordance with South Carolina Workers Compensation laws, an original certificate evidencing the successful bidder's current industrial (worker's compensation) insurance carrier and coverage amount and Employers Liability with policy limits of \$500,000 per incident.
2. **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming GCSD as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of GCSD as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000).
3. **Automobile Insurance.** An original certificate showing the successful bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
4. **Business License(s).** If applicable, a copy of the successful bidder's business license(s) allowing that entity to provide such services in the State of South Carolina and/or, if applicable, any city or county jurisdiction therein in which work will be performed.

L. **Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

IV. INFORMATION FOR OFFERORS TO SUBMIT:

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page and Page Two. 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; VIII. Bidding Schedule/Price Proposal; 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.

OFFSHORE CONTRACTING PROHIBITED: No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

SUBMITTING REDACTED OFFERS: If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). 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 a USB flash drive. Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your offer does not contain "Confidential Information", a redacted copy is not required.

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.

1. Contractor has been regularly and actively engaged in the Electrical business, operating under the same business name and business organization structure; and performing the type of work described in Section 3, Scope of Work for a minimum of 10 years. Contractor must be licensed to do business in South Carolina.
2. Bidders must possess a current, valid South Carolina Electrician's license.
3. Contractor must be fully licensed, bonded and insured.

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 "District 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 portion of 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 evaluate your proposed subcontractors.

VI. AWARD CRITERIA:

AWARD CRITERIA – FIXED PRICE BIDDING: Award will be made to all responsive and responsible Offerors. [06-6023-1]

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

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING: Offerors not responding to the initial solicitation may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the District's original fixed price bid as authorized by the solicitation.

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 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.

BUY AMERICAN-SUPPLIES (JAN 2021):

(a) *Definitions.* As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation

(FAR) [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both—

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) [41 U.S.C. chapter 83](#), Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see [12.505\(a\)\(1\)](#)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

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) the solicitation, as amended, , (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting GCSD's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation (i) a purchase order or other instrument submitted by GCSD or (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by GCSD. Any document signed or otherwise agreed to by persons other than the Procurement Officer of record 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 GCSD 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 District's 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, Florence County, State of South Carolina. 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 GCSD 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 GCSD 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: 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 in SC Code Section 11-35-5300.

PAYMENT & INTEREST: GCSD 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 GCSD. (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, GCSD 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 GCSD 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. § 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 its common law equitable and statutory rights of set-off.

PAYMENT WITH PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business;
- Contract number or other authorization for delivery of service or property;
- Complete description per individual line item;
- Price and quantity of property or service delivered or executed;
- Shipping and payment terms;
- Name where applicable;
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
- Other substantiating documentation of information as required by the contract;

Invoices shall be provided to Georgetown County School District at the address below. An itemized invoice shall be provided even if payment is made with a District purchasing card.

Georgetown County School District
Attn: Accounts Payable
2018 Church Street
Georgetown, SC 29440

During the term of the contract, if the District identifies items that have been overcharged, the Contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the District may result in the contract being terminated.

PUBLICITY: Contractor shall not publish any comments or quotes GCSD employees, or include GCSD 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 GEORGETOWN COUTNY SCHOOL 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 form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase 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 GCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by GCSD. It shall be solely GCSD'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. If the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by GCSD to Contractor, Contractor shall be liable to GCSD 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 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 because of this Contract as a third-party beneficiary or otherwise.

WAIVER: GCSD 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 acting Procurement Officer has actual authority to waive any of GCSD's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

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 GCSD 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.
- (g) Product upgrades and new products that are offered by manufacturer.

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 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.

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 – GENERAL (MODIFIED):(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 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) Georgetown County School District, and the officers, officials, employees and volunteers, 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. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers, 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 if requested with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. 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 the District 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 - OBLIGATION: Contractors are responsible for the conduct of their employees, representatives, agents and for their subcontractors' as well as for their sub-subcontractor's employees, representative and agents. Suppliers are considered Contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. The Contractor shall enforce strict discipline and good order among all persons, regardless of their title, hired to carry out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "Contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Georgetown County School District. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are always worn. The ID shall include the name of the individual, his/her picture and the name of their employer.

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 regarding 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, GCSD shall have the right, upon demand, to obtain access to, and possession of, all GCSD properties, including, but not limited to, current copies of all GCSD 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 GCSD without the written consent of the Procurement Officer, except to the extent necessary to carry out the work.

DEFAULT: (a)(1) GCSD 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 GCSD 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 State 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, GCSD 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 GCSD has an interest.

(f) GCSD 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. GCSD may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of GCSD, be the same as if the termination had been issued for the convenience of GCSD. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of GCSD, 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 GCSD in this clause are in addition to any other rights and remedies provided by law or under this contract.

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: GCSD 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. GCSD 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.

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, cancellation, 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 Georgetown County School District, 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.

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

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) By unit prices specified in the Contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or,
 - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

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

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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

PRICE ADJUSTMENTS – LIMITED BY PPI: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PURCHASING CARD: Contractor agrees to accept payment by the Georgetown County School District Purchasing Card for no extra charge. The Purchasing Card is issued by Wells Fargo Bank. The purchasing card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order.

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

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES: (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter

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

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

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

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

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

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 (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW: (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless Contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the Contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

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 / 2425011

Name of Offeror as identified on the cover page: _____
(Full legal name of business submitting the offer)

Authorized Signature: _____
(Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with the Town of Nantucket and its individual purchasing entities. It is mutually agreed that the proposed contractor is an independent contractor and is in no way an agent, servant or employee of any one of the purchasing entities.

Monday thru Friday, 7:00 a.m. to 3:00 p.m.

1. Master Licensed Electrician \$ / per hour
2. Journeyman (Stated Rate) \$ / per hour
3. Apprentice (Stated Rate) \$ / per hour

Monday thru Friday, 3:00 p.m. – 12:00a.m. / 12:00 a.m. - 7:00 a.m.

1. Master Licensed Electrician \$ / per hour
2. Journeyman (Stated Rate) \$ / per hour
3. Apprentice (Stated Rate) \$

Saturday, Sunday & Legal Holiday's

1. Master Licensed Electrician \$ / per hour
2. Journeyman (Stated Rate) \$ / per hour
3. Apprentice (Stated Rate) \$ / per hour

IX. ATTACHMENTS TO SOLICITATION – LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

GCSD VENDOR APPLICATION FORM

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

OFFEROR'S CHECKLIST

REQUIRED SUBMITTALS

“SEALED BID” LABELS

VENDOR PROFILE & QUESTIONNAIRE

Instructions for Non-Resident Taxpayer Registration
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

REQUIRED SUBMITTALS for Solicitation # 2425011

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this solicitation, the instructions provided and the documents shown on this sheet need to be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration.

NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.

<input checked="" type="checkbox"/>	Pages 1 & 2 (COVER SHEET)
<input type="checkbox"/>	SUBMITTALS REQUIRED as per II. Instructions to Offerors – B. Special Instructions:
<input type="checkbox"/>	SUBMITTALS REQUIRED as per III. Scope of Work / Specifications:
<input type="checkbox"/>	SUBMITTALS REQUIRED as per IV. Information for Offerors to Submit:
<input type="checkbox"/>	SUBMITTALS REQUIRED as per V. Qualifications:
<input checked="" type="checkbox"/>	Page 29 BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL
<input checked="" type="checkbox"/>	SUBMITTALS NOT LISTED ELSEWHERE: Submit a copy of SC Business License Submit GCSD Vendor Application Form Submit Vendor Profile & Questionnaire

ATTACHMENTS TO SOLICITATION – “SEALED BID” LABELS

Cut along the outer border and affix this label to your envelope to identify it as a “Sealed Bid/Proposal”. Be sure to include the name of the business submitting the offer.

SEALED BID/PROPOSAL – DO NOT OPEN
SOLICITATION NO: 2425011



DELIVER TO: GEORGETOWN COUNTY SCHOOL DISTRICT
OFFICE OF PROCUREMENT SERVICES
2018 CHURCH STREET
GEORGETOWN, SC 29440

SUBMITTED BY:

NAME OF OFFEROR (FULL LEGAL NAME OF BUSINESS SUBMITTING THE OFFER)



SEALED BID/PROPOSAL – DO NOT OPEN
SOLICITATION NO: 2425011



DELIVER TO: GEORGETOWN COUNTY SCHOOL DISTRICT
OFFICE OF PROCUREMENT SERVICES
2018 CHURCH STREET
GEORGETOWN, SC 29440

SUBMITTED BY:

NAME OF OFFEROR (FULL LEGAL NAME OF BUSINESS SUBMITTING THE OFFER)



VENDOR PROFILE & QUESTIONNAIRE

The Offeror must complete this profile & questionnaire which may be used in the evaluation process to help determine if an Offeror is responsible.

Vendor Name			
Years in business under this name			
Current licenses:			

REFERENCES

The references provided below should reflect services of similar scope and size within the last 3 years.

Reference #1

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #2

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #3

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Procurement Office Use Only

VENODR ID #

INITIALS

DATE

GEORGETOWN COUNTY SCHOOL DISTRICT VENDOR APPLICATION FORM

BUSINESS FULL LEGAL NAME & ADDRESS:

REMITTANCE ADDRESS (Attach a blank copy of your invoice.):

PHONE: _____ FAX: _____
TOLL: _____ CELL: _____

PHONE: _____ FAX: _____
TOLL: _____ CELL: _____

→ WEBSITE ADDRESS: _____

→ **EMAIL ADDRESS FOR ELECTRONIC PURCHASE ORDER TRANSMITTALS TO BE EMAILED:** _____

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER/PRESIDENT: _____ PHONE: _____ FAX: _____

→ EMAIL ADDRESS FOR OWNER / PRESIDENT: _____

PARTNER: _____ PHONE: _____ FAX: _____

SALES REPRESENTATIVE: _____ PHONE: _____ FAX: _____

→ EMAIL ADDRESS FOR MAIN SALES CONTACT: _____

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: ☐ Attorney ☐ Partnership (LLP)
(Check all that apply) ☐ Construction (Inc.) ☐ Partnership (not Inc.)
☐ Construction (not Inc.) ☐ Research & Dev
☐ Corporation (Inc.) ☐ Sales & Service
☐ Distributor / Dealer ☐ Sales (only)
☐ Governmental ☐ Service Provider
☐ Individual ☐ Small Business
☐ Manufacturer ☐ Wholesaler / Retailer
☐ Medical Services ☐ Other _____

Are you subject to IRS 1099 reporting for income tax purposes?

☐ Yes ☐ No ☐ I don't know

STATUS: ☐ Minority Owned * ☐ Woman Owned *

*Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

SC Certification #: _____

INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

<input type="checkbox"/> Books & Similar Materials	<input type="checkbox"/> Furniture
<input type="checkbox"/> Computer Hdw / Software	<input type="checkbox"/> Landscaping / Lawn Maint.
<input type="checkbox"/> Construction (Specify Below)	<input type="checkbox"/> Printing
<input type="checkbox"/> Electrical	<input type="checkbox"/> Rentals (specify)
<input type="checkbox"/> Masonry	<input type="checkbox"/> Repairs(specify)
<input type="checkbox"/> Mechanical / HVAC	<input type="checkbox"/> Services (specify)
<input type="checkbox"/> Painting	
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Supplies (specify)
<input type="checkbox"/> Roofing	
<input type="checkbox"/> Other (specify)	
<input type="checkbox"/> Equipment	<input type="checkbox"/> Telecommunications
<input type="checkbox"/> Food Products	<input type="checkbox"/> Vehicles / Trucks
<input type="checkbox"/> Other (specify)	

IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following tax payer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and \$50 penalty. ** This serves as a substitute Federal W-9**

→For individuals, enter social security number (SSN): _____

→For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN): _____

→For partnerships, corporations or others, enter FEIN: _____

→For verification of sales tax collection authority, enter State of SC Sales Tax License Number: _____

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Georgetown County School District.

Authorized Signatory

Print Name & Title

Date Completed

BIDDER'S CHECKLIST

AVOID COMMON MISTAKES

Review this checklist prior to submitting your bid. Failure to follow this checklist may risk having your bid rejected.

- **Do NOT** INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS OR ADDITIONAL BOILERPLATE CONTRACT CLAUSES. **GEORGETOWN COUNTY SCHOOL DISTRICT WILL NOT RECOGNIZE OR SIGN ALTERNATE OR SUBSTITUTE CONTRACTS.** THE TERMS AND CONDITIONS STATED IN THIS SOLICITATION BECOMES THE CONTRACT AFTER AWARD!
- MAKE SURE YOUR BID **DOES NOT** CONTAIN ANY ADDITIONS, DELETIONS, OR CONDITIONS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: **SUBMITTING CONFIDENTIAL INFORMATION.** **DO NOT** MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!
- ALL CORRECTIONS MADE BY BIDDER MUST BE INITIALED BY THE BIDDER PRIOR TO SUBMITTING.
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- HAVE YOU COMPLETED THE VENDOR APPLICATION?
- MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE AND IS SIGNED (IN INK) BY A PERSON THAT IS **AUTHORIZED** TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID INCLUDES THE CORRECT NUMBER OF COPIES REQUESTED.
- MAKE SURE YOUR BID INCLUDES EVERYTHING REQUESTED!
- **IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! AFTER OPENING, IT IS TOO LATE!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

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

END OF SOLICITATION