

	The School District of Newberry County Request for Proposals	Solicitation #	2022-010
		Date Issued	March 21, 2022
		Procurement Official	Keshia L. Williams
		Phone	(803) 321-2600
		E-Mail Address	kwilliams@newberry.k12.sc.us

DESCRIPTION	Painting Services - District Wide
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The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"

SUBMIT OFFER BY	April 19, 2022 @ 2:00 PM
QUESTIONS MUST BE RECEIVED BY	April 4, 2022 @ 10:00 AM
NUMBER OF COPIES TO BE SUBMITTED	One (1) original

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

SUBMIT YOUR SEALED OFFER TO:

**Newberry County School District
Purchasing Office
3419 Main Street
Newberry, SC 29108**

CONFERENCE TYPE: Not Applicable DATE & TIME: (EST) As appropriate, see "Conferences – Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Intent to award will be posted by April 26, 2022 no later than 4:30 pm. The award, this solicitation and any amendments may be posted at the following web address: http://www.newberry.k12.sc.us
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<p>You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.</p>	
NAME OF OFFEROR: (Full legal name of business submitting the offer)	OFFERORS TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <small>(See "Signing your Offer" provision)</small>
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)	
TITLE	
PRINTED NAME:	
<p>Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i>, a separate corporation, partnership, sole proprietorship, etc.</p>	
STATE OF INCORPORATION	
TAXPAYER IDENTIFICATION NO.	

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)						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">Phone</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Fax</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">E-Mail</td> <td style="padding: 2px;"></td> </tr> </table>	Phone		Fax		E-Mail	
Phone							
Fax							
E-Mail							

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)		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">ORDER FAX #</td> <td style="padding: 2px;"></td> </tr> </table>	ORDER FAX #	
ORDER FAX #			
<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)		

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.						
	See "Amendments to Solicitation" Provision					
	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days <div style="text-align: right;">%</div>	20 Calendar Days <div style="text-align: right;">%</div>	30 Calendar Days <div style="text-align: right;">%</div>	____ Calendar Days <div style="text-align: right;">%</div>
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MINORITY PARTICIPATION	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">Are You a South Carolina Certified Minority Vendor? (Yes or No):</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">If Yes, South Carolina Certification #</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Are You a Non-SC Certified Minority Vendor? (Yes or No):</td> </tr> </table>	Are You a South Carolina Certified Minority Vendor? (Yes or No):	If Yes, South Carolina Certification #	Are You a Non-SC Certified Minority Vendor? (Yes or No):
Are You a South Carolina Certified Minority Vendor? (Yes or No):				
If Yes, South Carolina Certification #				
Are You a Non-SC Certified Minority Vendor? (Yes or No):				

SOLICITATION OUTLINE

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule
- IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

FUNDS NOT AVAILABLE: The District's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made.

MAXIMUM CONTRACT PERIOD -- ESTIMATED: Start Date: July 1, 2022 End Date: June 30, 2027. 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".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the School District of Newberry County Board of Trustees.

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

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

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

DISTRICT means Newberry County School District.

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.

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

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

YOU and YOUR means Offeror.

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

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

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

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of amendments: <http://www.newberry.k12.sc.us>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the Offeror received the amendment. (c) If this Solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offeror's 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 Newberry 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.

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

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

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

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

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

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 nonresponsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE: The School District of Newberry Procurement Code is available at: www.newberry.k12.sc.us.

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 or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District Office 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, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.newberry.k12.sc.us/>

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

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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 the District may be required to pay.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the School District of Newberry County acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the School District of Newberry County.

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 ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief 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.

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

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

QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the Solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective

offerors. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question.** (b) The 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. **The preferred method for submitting questions is by email to kwilliams@newberry.k12.sc.us** Questions can also be faxed to 803-321-2604 or submitted to the address on the Cover Page of this document.

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

RESPONSIVENESS / IMPROPER OFFERS:

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

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

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or 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.

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.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

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

stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

VENDOR REGISTRATION: Offerors who have not provided products/services to the District in the past or within the past three years should complete a new vendor application and W-9 form. Submit both forms with your offer.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

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

CLARIFICATION: 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.

CRIMINAL BACKGROUND CHECKS: Any persons with whom the vendor/contractor employs, contracts, or otherwise causes to be located on District property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on District property. The contractor/vendor is solely responsible for all fees and/or charges associated with completion of the background check(s) required herein. NCSD reserves the right to verify compliance by contractor upon request. Information collected for verification is controlled by the Federal Fair Credit Reporting Act. Individuals believed by NCSD to pose a threat must leave the District property immediately and the Contractor may be prohibited from future awards without permission of the Procurement Officer.

DISCUSSIONS WITH BIDDERS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

PROTEST – CPO – ADDRESS: Any protest must be addressed to the Procurement Office, Newberry County School District and submitted in writing, (a) by email to kwilliams@newberry.k12.sc.us, (b) by facsimile at (803) 321-2604 or (c) by post or delivery to 3419 Main Street, Newberry, SC 29108.

III. SCOPE OF WORK / SPECIFICATIONS

SCOPE OF WORK: The School District of Newberry County is soliciting offers from qualified commercial painting contractors to provide professional painting services (exterior and interior). The purpose of this solicitation is to establish multiple sources of supply for all painting services throughout the entire District on an as-needed basis. Services may include, but not be limited to painting of building entrances, covered walkways, classrooms, restrooms, closets, administrative areas, corridors, walls, hallways, ceilings, doors, door casings handrails, and light poles. Work under this contract may also include surface preparation as required for acceptance of painting, including cleaning, small crack repair, patching, caulking, making good surfaces and areas, pre-treatment, sealing, priming, back-priming, pressure washing, and other minor repairs and preparation as necessary.

The price estimate supplied by the Contractor for a specific project shall include all labor, materials, tools, and equipment to complete the project. If a project is assigned to a Contractor, a scope of work, schedule and fee will be mutually agreed upon by the Director of Facilities Management or designee and the Contractor. Each Project will stand alone and must be authorized in the form of a Purchase Order. The Contractor must be licensed and qualified to perform services under this contract. Contractors shall meet all applicable city, county, state and federal regulations. South Carolina law requires that contractors awarded contracts in excess of \$5,000.00 be licensed by the Licensing Board. The contractor's SC General Contractor's License number must be clearly indicated on the face of the bid envelope.

All painting services performed under this contract must be performed by qualified technicians who are thoroughly trained and certified by an appropriate industry recognized institution or organization. Painting services will be performed in a workmanlike manner; using industry accepted practices and established manufacturer procedures.

The District reserves the right to add or delete similar items/services in the contract documents as requirements change during the course of the contract.

CONTRACT TERMS: The initial contract period shall be for one (1) year from the date of award of this contract. In addition, the contract may be renewed for four (4) additional one (1) year periods if both parties agree to such an extension. The contract shall automatically renew on each anniversary date unless the contractor receives notice that the District elects not to renew the contract. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period. Notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

DELIVERY LOCATION: After award, all deliveries shall be made and all services provided to the location specified on the purchase order.

DISTRICT GUIDELINES:

1. Fraternalization between Contractor's employees and District students, faculty or staff is strictly prohibited with zero-tolerance.
2. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area.

3. Use of District communication facilities (telephone, computers, etc.) by the contractor is prohibited, unless prior arrangements are made with the Director of Facilities Maintenance.
4. Contractor is responsible for removal of all waste from the site. Construction waste must not be placed in the District dumpsters.
5. Damage to District property: Extreme care shall be exercised to avoid damaging trees, shrubs, plants, containers, buildings, or other structures. If any of the above is damaged or destroyed due to negligence of the contractor, it will be the responsibility of the contractor to repair or replace at no cost to the District.
6. Contractors are required to check in at the main office of each school immediately upon arrival.
7. Contractor and their staff should have a form of identification on at all times during the job.
8. Smoking and use of all tobacco products is prohibited in all District grounds and District buildings.
10. Contractor must also adhere to the District's policy of maintaining a drug-free workplace.

PRICES:

1. Prices under this contract are "not to exceed" prices. The District will not authorize payments that are more than the contracted price. Contractors may offer and the District may accept prices below those listed on the contract at any time.
2. All prices shall be firm and fixed for the specified contract period. The District shall not honor any hidden costs, which may be invoiced at a later date relating to items in this solicitation.
3. During the term of the contract, the District reserves the right to approve and list additional services. If the District elects to add new services, each qualified contractor will have the option of submitting bid prices on each new service.
4. The District reserves the right to negotiate with contractors to obtain lower prices.

QUALITY OF PRODUCTS: Paint shall be the finest quality types of paints and brands. The term "Paint" as used herein includes enamels, paint, emulsions, stains, varnish, sealers, and other coating, whether used as prime, intermediate or finish coats. Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

SPECIFICATIONS:

A. Material and Supplies

1. All paint required for newly constructed and existing sheetrock walls will be determined by the Director of Facilities Management (DFM) or designee.
2. All paint required for newly constructed and existing block walls will be determined by the DFM or designee.
3. Selected wall coverings will be supplied by the proposer and included in the invoice submitted to SDNC for each job completed.

4. If applied paint fails to adhere to surfaces due to noncompliance with regard to manufacturer's specifications, it shall be the contractor's responsibility to remove failing paint, properly prepare surface and repaint at the Contractor's expense.
5. The Contractor must furnish all industry specific materials, tools and supplies necessary to perform the services requested in a safe and effective manner, including, but not limited to the following:
 - a. Brushes, rollers, tape, containers, pans, buckets, etc., to utilize during application.
 - b. Any materials for masking and/or protection of surfaces, flooring, equipment and/or fixtures not being painted.
 - c. Scaffolding, ladders and extension devices used for application on elevated surfaces allowing the contractor to reach the highest point, at a given location, in a safe and efficient manner.
6. Under no circumstance will the contractor use the District's tools for the campuses or offices they are servicing.

B. Painting Preparation - The contractor shall prepare all surfaces for painting

1. **New Construction Sheetrock** - Preparation and painting of newly constructed sheetrock walls shall consist of priming and minor sanding.
2. **Existing Construction Sheetrock Walls** - Preparation and repainting of existing sheetrock walls includes minor repair / spackling surface nicks and holes.
 - a. Paint shall be the same color as existing surfaces or
 - b. The Contractor shall provide adequate paint coverage to cover the existing color.
 - c. Additional painting necessary to cover colors, other than the existing, shall be quoted separately on an as needed basis using the proposal price submission as a basis for the quote.
3. **Doors** - Preparation and painting of steel or wooden doors, typical size 36"x 80", shall include primer, paint, stain and sealer. Paint on doors and bucks shall be industrial coat, oil base and enamel.
4. **Door Jambs** - Preparation and painting of steel or wooden jambs shall include primer, paint, stain and sealer. Paint on jambs shall be industrial coat, oil base and enamel.
5. **Block Walls** - Preparation and repainting of block walls will require rigid scheduling if work occurs in a research area.
6. **Railings** - Preparation and painting of steel, metal or wooden rails shall include primer, paint, stain and sealer. Paint on steel or metal rails shall be Industrial Enamel.
7. **Wall Covering** - Preparation of walls for papering or painting, after wallpaper is removed or if wallpaper remains in place, shall be done by applying patching, floating a thin coat, and cleaning wall surfaces.
8. Moving of equipment and/or furniture in occupied office, laboratories, classrooms, etc., shall be the responsibility of the contractor.

C. Painting Protection

1. **“Wet Paint”** signs shall be posted during application by the contractor.
2. Contractor shall protect surrounding areas and surfaces to preclude damage during work.
3. During work progress, contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris and the like.
4. The Contractor shall provide drop cloths, shields, painters tape, furniture coverings and other protective equipment as required by job conditions.
5. The Contractor shall be responsible for any damage that occurs due to misplaced paint.
6. Contractor shall erect barriers as necessary to protect students, staff and visitors during the performance of the work.
7. Contractor shall be responsible for any damage caused by their employees or equipment.
 - a. Such damages include but are not limited to: paint applied, either on purpose or by accident, to floor, desk, computers and other structures not intended to be painted.

D. Painting Application

1. The contractor shall roll or brush all surfaces. No spraying will be allowed, unless approved by the DFM.
2. The contractor shall apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface.
3. The contractor shall apply paint to produce surface films without cloudiness, spotting, laps, brush marks, roller tracking, runs, sags or other surface imperfections.
4. The contractor shall allow manufacturer's specified drying time and ensure current coating adhesion for each coat before applying next coat.
5. The contractor shall contact the DFM, or his designee, for approval of additional coats if undercoats or other conditions show through the topcoat.
6. All paint products shall be mixed by the contractor.
 - a. Paints that have settled to a condition that makes mixing difficult shall be removed from the job.
 - b. Skins and other irregular particles shall be removed by straining with fine nylon.
 - c. Only clean equipment and tools shall be used.
7. The contractor shall ensure where coating application abuts other materials or other coating colors and shall terminate coating with a clean, sharp termination line without coating overlap.

8. The contractor shall not paint over code-required labels or equipment name, identification, performance rating or nomenclature plates.
9. The contractor shall remove hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items to protect from contact with paint.

E. Post Paint Clean-Up

1. The contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the DFM or his designee.
2. The contractor shall establish and maintain storage conditions for paint (dry, warm, well ventilated) in accordance with the manufacturer's instructions.
3. The contractor shall remove rubbish, empty cans, rags and other discarded material.
4. The contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances. At no time shall the dumpsters or trash receptacles on the property of Newberry County School District be allowed for use at any campus locations.
5. After completion of paint application, contractor shall clean spattered surfaces and remove spattered paints by washing, scraping or other methods. The contractor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed to protect from contact with paint.
6. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.
7. Contractor shall remove protective materials.

F. Industry Specific Standards

1. The Contractor shall provide all services in accordance with the current state adopted codes, repair service laws and ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.
2. The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions.
 - a. All cotton waste, clothes, and other hazardous materials shall be removed from the work site daily.
3. The Contractor must give immediate notice to the DFM or their designee, of any condition deemed hazardous to students, personnel and/or visitors of the SDNC.

G. Quality Assurance

1. All work is subject to inspection by the DFM or designee. Contractor will be required to correct any defective workmanship or to replace any defective materials with no further cost to the District.
2. Defective workmanship shall be corrected within five (5) business days of notification of deficiency.

H. Responsibilities & Qualifications

1. The Contractor is responsible for all cost for required licenses, permits, and insurance.
2. The Contractor is responsible for the payment and cost associated with his employees
3. The Contractor is responsible for supplying all paint, primer, thinner, labor, tools, and cleaning supplies.
4. The contractor shall be responsible for minor damage repair that is considered customary for this type of work, including but not limited to the following: nail holes, small scrapes and gouges, holes left from anchors, minor drywall repairs. Any damage that is discovered on any job shall be reported to the DFM or their designee.
5. The contractor shall engage regularly with their personnel to ensure that all painting services and/or requirements outlined in the scope of work for any project are met.
6. The contractor shall have sufficient supervision, staff, equipment and materials to perform the requirements of this solicitation.
7. The Contractor shall have a minimum of three (3) years experience in painting.

I. Work Hours/Access to Campus Locations

1. Work hours under this contract shall be approved by the DFM to avoid scheduling conflicts.
2. All work associated with this solicitation shall not impede the operation and school functions of the District locations. Work shall be coordinated with the DFM.
3. Any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the SDNC. The SDNC will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the SDNC

J. Subcontractors

1. Subcontracting is not permitted under this contract without prior approval from the DFM.

K. Warranty

1. Guarantee: The awarded contractor(s) shall fully guarantee all workmanship and products furnished and installed under this contract against defect for one (1) year after completion. Defects will be repaired or replaced at no charge to SDNC.
2. Contractor(s) shall supply SDNC with all warranty information whether it be expressed or implied.
3. All equipment, parts and/or supplies used shall be new and original equipment manufacturer (OEM).
4. The SDNC reserves the right to make all final decisions to determine whether to proceed with repair or replacement of any equipment.
6. All contracts between the awarded contractor(s) and SDNC will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
7. If awarded contractor(s) is summoned for work he/she shall report and sign in and out with the DFM or their designee upon arriving and departing from any SDNC campus.

L. Invoices and Billing

1. The DFM or designee shall approve, in writing, the contractor's accuracy and reasonableness of each invoice submitted for payment. The contractor shall be responsible for documenting the number of contract employees on site each day, hours worked, the materials and equipment used on the project.
2. SDNC will not allow nor pay any additional costs or surcharges on contractor invoices not already approved by the DFM. The District reserves the right to withhold the entire payment for any job where the contract is not fulfilled.
3. The SDNC reserves the right to review any invoice of the awarded contractor.
 - a. Separate invoices shall be submitted for each site per event.
 - b. Billing shall occur in a timely manner.
 - c. When an invoice(s) from the contractor to the SDNC includes materials, the contractor shall support any materials with invoices and/or receipts displaying the purchase from the original vendor.
4. Awarded Contractor will provide a "not to exceed quote" for each project to be reviewed and approved before work begins.
5. It is the responsibility of the awarded contractor(s) to keep the DFM or designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices

6. Penalties

- a. The contractor shall be considered in violation if they fail to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by staff.
- b. Contractor will be in violation if timely service is not performed and inventories are not maintained.

H. The awarded contractor(s) shall not shut down any equipment unless permission is first obtained by the DFM or designee. The awarded contractor(s) shall comply with all Federal-Mandated OSHA lockout/tag out procedures.

IV. INFORMATION FOR OFFERERS TO SUBMIT

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

INFORMATION FOR OFFEROR'S TO SUBMIT – EVALUATION: In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

FORMAT FOR PROPOSALS: The proposal must be in two parts.

Part One is the Offeror's Technical Proposal. Technical proposals are to be prepared in a manner designed to provide the District with a straightforward presentation of the Offeror's capability to satisfy the requirements of the RFP. The Offeror should not include any cost information in the Technical Proposal. Proposals should be organized to provide the evaluation team with an easy way to locate information.

Part Two is the Offeror's Price/Business Proposal (Submit Separately)

PART ONE - TECHNICAL PROPOSAL: The Technical Proposal shall include the information listed below, tabbed and indexed in the following sequence:

1. Bidder shall have no less than three (3) years of experience in professional painting services that are the same or similar to the requirements stated in this solicitation. Provide a company profile, personnel resources, expertise, structure, length of time in business, and specific experience to indicate ability necessary to meet all contractual requirements of this solicitation.
2. Describe the company resources available including adequate staff to accomplish stated requirements and how your company will serve the District during peak demands (Summer months, holidays, etc.).

3. Offeror must provide a list of failed projects, suspensions, debarments, and significant litigations, if any.
4. The contractor must provide licenses as required by SCLLR.
5. The contractor must provide a Certificate of Insurance.
6. The contractor shall provide an example of a safety control plan for working in a school setting/environment.
7. Bidder shall demonstrate a satisfactory record of performance from at least three (3) references. Contract must be similar in size and type. Bidder should submit with the offer three (3) references, preferably within the K-12 environment, including a contact person, email address and telephone number where similar work has been performed. References should be for work completed within the last two (2) years and should be on the same scope as described within this solicitation. References will be contacted by e-mail, so you must provide a current e-mail address for each reference. a) Company Name b) Street or PO Address c) City, State, Zip Code d) Contact Name e) Contact Phone Number f) Contact Email Address g) For each reference, provide a brief description of the work performed.

PART TWO - PRICE/BUSINESS PROPOSAL: (Submit Separately).

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

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

VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSALS: Award will be made to the highest ranked responsive and responsible Offeror (s) whose offer is determined to be the most advantageous for the District.

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

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

EVALUATION FACTORS – PROPOSALS: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order or importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. **Project Cost:** Total cost of services proposed.
2. **Qualifications and Experience:** Demonstration that Offeror and personnel staff have the capability, expertise, and resources to provide the requested services.
3. **Conformance of Bid to Bid Request Specifications:** Offeror’s technical approach to the project should meet or exceed the provided specifications.

CRITERION	POINT VALUE
Project Cost	40
Qualifications and Experience	35
Conformance of Bid to Bid Request Specifications	25
TOTAL POINTS	100

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

Please note: Award of a contract does not guarantee any work. The District reserves the right to select and use the contractor(s) that is the most responsive and responsible to service calls and repairs. The failure of a specific Offeror to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy under Section 11-35-4230.

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 state 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 state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

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

DISCOUNT FOR PROMPT PAYMENT:

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or 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 Chief Procurement Officer in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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

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

PAYMENT: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with the District's Procurement Code. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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

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

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.

SWMBE PARTICIPATION: The School District of Newberry County encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Board of Trustees. In order to be included in this report, you must submit a copy of your certificate with your bid.

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

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

1. Include a copy of your insurance certificate with your bid.

CHANGES:

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State 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 pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject the contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL:

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

(b) Coverage shall be at least as broad as:

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

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

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

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies 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 State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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

DEFECTIVE GOODS: Any item delivered in an unacceptable condition will not be accepted. Successful bidder agrees to pay for return shipment of goods that arrive in a defective or inoperable condition. Offeror must agree to arrange for return shipment of damaged goods.

DESCRIPTIVE LITERATURE – LABELING: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

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. **The contractor may not use the District's waste containers for disposal.**

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required

to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in 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 Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District, 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.

RECORD RETENTION AND RIGHT TO AUDIT: The District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

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.

SHIPPING / RISK OF LOSS: F.O.B Destination. Destination is the shipping dock of the District's designated receiving site, or other location as specified herein.

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

an 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.

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

VIII. BIDDING SCHEDULE

PROJECT: PAINTING SERVICE DISTRICT WIDE

BIDDING SCHEDULE 1 of 2

Preparation & Painting New Sheetrock

Item	Unit of Measure	Description	Offeror's Contract Rate
1	Sq. Ft.	First Coat	\$
2	Sq. Ft.	Second Coat	\$

Preparation & Painting of Existing Sheetrock

Item	Unit of Measure	Description	Offeror's Contract Rate
1	Sq. Ft.	First Coat (to cover existing color)	\$
2	Sq. Ft.	Second Coat (to cover existing color)	\$
3	Sq. Ft.	First Coat (to cover color other than existing color)	\$
4	Sq. Ft.	Second Coat (to cover color other than existing color)	\$

Preparation, Painting & Repainting Block Walls

Item	Unit of Measure	Description	Offeror's Contract Rate
1	Sq. Ft.	First Coat	\$
2	Sq. Ft.	Second Coat	\$

Preparation & Painting of Painting or Wooden Doors w/Bucks/Jambs

Item	Unit of Measure	Description	Offeror's Contract Rate
1	Sq. Ft.	First Coat (new door and buck/jamb)	\$
2	Sq. Ft.	Second Coat (new door and buck/jamb)	\$
3	Sq. Ft.	First Coat (existing door and buck/jamb)	\$
4	Sq. Ft.	Second Coat (existing door and buck/jamb)	\$
5	Sq. Ft.	First Coat (stain and seal new/existing door and buck/jamb)	\$
6	Sq. Ft.	Second Coat (stain and seal new/existing door and buck/jamb)	\$

PROJECT: PAINTING SERVICE DISTRICT WIDE

BIDDING SCHEDULE 2 of 2

Painting Requiring Scaffolding

Item	Unit of Measure	Description	Offeror's Contract Rate
1	Sq. Ft.	Painting Requiring Scaffolding	\$

Wall Coverings

Item	Unit of Measure	Description	Offeror's Contract Rate
1	Sq. Ft.	Preparation & Hanging of Wall Covering	\$
2	Sq. Ft.	Removal of Existing Wall Covering	\$
3	Sq. Ft.	Preparation for Wall Covering or Following Removal of Existing Wall Covering	\$
4	Sq. Ft.	Preparation/Painting of Vinyl Covered Walls	\$
5	Sq. Ft.	Wall Covering Requiring Scaffolding	\$

Cost Plus (+) Proposer shall enter a markup (if any) on invoice costs for paint or any additional pre-approved supplies used in conjunction with this proposal. Awarded contractors are required to submit any/all invoices upon request

Item	Unit of Measure	Description	Offeror's Contract Mark Up Rate
1	%	District Approved Brand Paint	%
2	%	Additional Pre-Approved Supplies	%

General Labor

Item	Unit of Measure	Description	Offeror's Contract Rate
1	Hourly Rate	Additional Labor Pre-Approved by SDNC	\$

- Price must include all shipping/delivery/travel charges.
- Include Proposal Cost Forms
- Hourly price is to include all associated costs per specifications within Scope of Work

Signature of Authorized Official: _____

Print name and Title: _____

IX. ATTACHMENTS TO SOLICITATION

- A. Minority Participation Affidavit
- B. References
- C. Statement of Acceptance
- D. New Vendor Application
- E. W-9

ATTACHMENT A

MINORITY PARTICIPATION AFFIDAVIT

PROJECT: PAINTING - DISTRICT WIDE

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in the contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

ATTACHMENT B

REFERENCE FORM

PROJECT: PAINTING - DISTRICT WIDE

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

ATTACHMENT C

STATEMENT OF ACCEPTANCE

PROJECT: PAINTING – DISTRICT WIDE

I, the undersigned, have read Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

Proposal Preparer (please print)

Company Name

Proposal Preparer (signature)

Company Address

Telephone Number

Fax Number

Email address



NEW VENDOR APPLICATION

ATTACHMENT D

PROJECT: PAINTING – DISTRICT WIDE

NEWBERRY COUNTY SCHOOL DISTRICT
 Post Office Box 718
 3419 Main Street
 Newberry SC 29108

BUSINESS FULL LEGAL NAME & ADDRESS: _____ _____ _____	REMITTANCE ADDRESS (If Different): _____ _____ _____
PHONE: _____ FAX: _____	PHONE: _____ FAX: _____

<p><u>INFORMATION ABOUT TYPE OF BUSINESS:</u></p> <p>TYPE: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <i>(Inc.)</i> <i>(CHECK ALL THAT APPLY)</i> <input type="checkbox"/> Partnership <i>(not Inc.)</i> <input type="checkbox"/> Partnership <i>(LLP)</i> <input type="checkbox"/> Small Business <input type="checkbox"/> Manufacturer <input type="checkbox"/> Construction <i>(not Inc.)</i> <input type="checkbox"/> Construction <i>(Inc.)</i> <input type="checkbox"/> Medical Services <input type="checkbox"/> Governmental <input type="checkbox"/> Attorney <input type="checkbox"/> Distributor/Dealer <input type="checkbox"/> Service Provider <input type="checkbox"/> Wholesaler/Retailer <input type="checkbox"/> Sales & Service <input type="checkbox"/> Sales <i>(only)</i> <input type="checkbox"/> Research & Dev. <input type="checkbox"/> Other</p> <p>Are you subject to IRS 1099 reporting for income tax purposes? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> I don't know</p> <p>STATUS: <input type="checkbox"/> Minority Owned* <input type="checkbox"/> Woman Owned*</p> <p><small>*Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.</small></p>	<p><u>INFORMATION ABOUT PRODUCTS/SERVICES:</u> <i>Find "best fit" category/ies. Check all that apply.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Books & Similar Materials</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Landscaping/Lawn Maint.</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Computer Hdw/Software</td> <td style="border: none;"><input type="checkbox"/> Printing</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Construction <i>(Specify Below)</i></td> <td style="border: none;"><input type="checkbox"/> Rentals <i>(Specify)</i></td> </tr> <tr> <td style="border: none; padding-left: 20px;">Electrical</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none; padding-left: 20px;"><input type="checkbox"/> Masonry</td> <td style="border: none;"><input type="checkbox"/> Repairs <i>(Specify)</i></td> </tr> <tr> <td style="border: none; padding-left: 20px;"><input type="checkbox"/> Mechanical/HVAC</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none; padding-left: 20px;"><input type="checkbox"/> Painting</td> <td style="border: none;"><input type="checkbox"/> Services <i>(Specify)</i></td> </tr> <tr> <td style="border: none; padding-left: 20px;"><input type="checkbox"/> Plumbing</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none; padding-left: 20px;"><input type="checkbox"/> Roofing</td> <td style="border: none;"><input type="checkbox"/> Supplies <i>(Specify)</i></td> </tr> <tr> <td style="border: none; padding-left: 20px;"><input type="checkbox"/> Other <i>(Specify)</i></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none; padding-top: 10px;"><input type="checkbox"/> Equipment</td> <td style="border: none;"><input type="checkbox"/> Telecommunications</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Food Products</td> <td style="border: none;"><input type="checkbox"/> Vehicles/Trucks</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Furniture</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other <i>(Specify)</i></td> <td style="border: none;"></td> </tr> </table>	<input type="checkbox"/> Books & Similar Materials	<input type="checkbox"/> Landscaping/Lawn Maint.	<input type="checkbox"/> Computer Hdw/Software	<input type="checkbox"/> Printing	<input type="checkbox"/> Construction <i>(Specify Below)</i>	<input type="checkbox"/> Rentals <i>(Specify)</i>	Electrical		<input type="checkbox"/> Masonry	<input type="checkbox"/> Repairs <i>(Specify)</i>	<input type="checkbox"/> Mechanical/HVAC		<input type="checkbox"/> Painting	<input type="checkbox"/> Services <i>(Specify)</i>	<input type="checkbox"/> Plumbing		<input type="checkbox"/> Roofing	<input type="checkbox"/> Supplies <i>(Specify)</i>	<input type="checkbox"/> Other <i>(Specify)</i>		<input type="checkbox"/> Equipment	<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Food Products	<input type="checkbox"/> Vehicles/Trucks	<input type="checkbox"/> Furniture		<input type="checkbox"/> Other <i>(Specify)</i>	
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<u>IDENTIFICATION AND CERTIFICATION:</u>	<i>An Executed Form W9 Must Be Attached.</i>
<small>In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information.</small>	
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:	_____
For certified minority/disadvantaged businesses, enter State of SC Certification Number:	_____

I certify that all information provided herein is correct.

_____	_____	_____
Authorized Signatory	Print Names & Title	Date Completed

<p>FOR OFFICE USE ONLY: Reason for Request <i>(Check any that apply)</i></p> <p><input type="checkbox"/> Sole source for purchase <input type="checkbox"/> Successful Bidder on Competitive Bid <input type="checkbox"/> Other (Give Explanation)</p> <p>_____ _____</p>	<p>FINANCE OFFICE ONLY:</p> <p>Approval Signature: _____ Date: _____</p> <p>Vendor Added By: _____ Number: _____ Date: _____</p>
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ATTACHMENT E

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

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

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

SUBMIT WITH BID:

- ✓ **Cover Page**
- ✓ **Page Two**
- ✓ **Bidding Schedule, Section VII**
- ✓ **Attachments A – E**