**DESCRIPTION:** Energy Services Performance Contracting (ESPC) for Florence Public School District One

The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

**MAILING AND PHYSICAL ADDRESS:**
Florence Public School District One
Attn: Rusty Brunson, Asst. Superintendent for Finance
319 Dargan Street, Florence, SC 29506

**SUBMIT OFFER BY:**
(See "Deadline For Submission Of Offer" provision)

**NUMBER OF COPIES TO BE SUBMITTED:**
One (1) original, Four (4) Copies marked COPY, One (1) Electronic Copy

**QUESTIONS MUST BE RECEIVED BY:**
June 10, 2019
(See "Questions From Offerors" provision)

**ADDENDUM ISSUED:**
June 15, 2019
(See "Questions From Offerors" provision)

**CONFERENCE TYPE:**
June 8, 2019
DATE & TIME: 1:00pm
LOCATION: Florence 1 Schools
319 Dargan Street
Florence, SC 29506

**INTENT TO AWARD & AWARD**
Notice of Award and/or Intent to Award will be posted on the district website www.f1s.org
July 17, 2019

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 one hundred twenty (120) calendar days after the Opening Date.

**NAME OF OFFEROR:** (Full legal name of business submitting the offer)

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

**TITLE:** (Business title of person signing above)

**PRINTED NAME:** (Printed name of person signing above)

**DATE SIGNED**

**OFFEROR’S TYPE OF ENTITY:**
(Check one)
- Sole Proprietorship
- Corporate entity
- Federal ID # ______________________
- South Carolina Minority Vendor
- Minority Vendor # __________________
- Other____________________________
PART I - SCOPE OF SOLICITATION

Objective: Florence Public School District One will accept Offeror’s Statement of Qualifications to develop an Energy Services Performance Contracting (ESPC) Proposal.

Florence Public School District One (hereinafter referred to as the School District) seeks qualification proposals from interested and qualified Energy Services Companies (herein referred to as ESCOs) for the successful implementation of an Energy Services Performance Contract (herein referred to as ESPC) in accordance with SC Law, including the South Carolina Energy Efficiency Act, S.C. Code 48.52.10 et seq.

There are twenty (20) existing municipal buildings within the School District that have been identified as potential energy conservation measure upgrade candidates.

A listing of these buildings and their energy usage will be available at the Pre-Proposal Meeting (mandatory) in the Florence Public School District One Administration Building Executive Board Room located at 319 Dargan Street, Florence, SC 29506 on June 10, 2019 at 10:00am.

School District Building tours will take place immediately after the Pre-Proposal Meeting on date and time noted above and will consist of 14 Elementary, 3 Middle, and 3 High.

PART II - INFORMATION/INSTRUCTIONS:

1. By submission of a Statement of Qualifications (SOQ) to this RFQ, the Offeror is applying for consideration to provide a proposal for the description of services described herein.

2. Offerors responding to the RFQ will be evaluated solely on the information provided. Offerors will be ranked from the most qualified to the least qualified on the basis of the information provided. A proposal for the description of services described herein will then be solicited from the Top Offeror. Offerors are to include all information requested in Part VI. All pages should be returned with the SOQ and in the format specified. The maximum number of pages for a SOQ is 50 pages, double-sided print. The SOQ shall contain a Table of Contents and all pages shall be numbered. Font size must be no smaller than 10 point.

3. Offeror’s SOQ shall follow a format of REQUESTED INFORMATION in Part VI. Offerors must supply the information listed and explain their responses with enough detail to allow a thorough evaluation.

4. Any question(s) must be transmitted in writing via fax or email to the email address listed below prior to 4:00 p.m. on June 10, 2019. If questions are answered, they will be answered in writing and all Offerors shall be provided copies of questions and answers. The only point of contact for this RFQ is Rusty Brunson. Failure to comply may result in disqualification.
Questions received after this time may not be addressed, in the sole judgment and discretion of the District. Verbal inquiries will not be addressed at any time. Answers and/or clarifications will be posted on the RFQ web page as addenda. The addenda posted on the District web page will control.

Questions to: ATTN: RFQ# 19-01-ES QUESTIONS
              Stanley E. Brunson, Jr. "Rusty", Asst. Superintendent for Finance
              Florence Public School District One
              319 Dargan Street
              Florence, SC 29506
              Fax: (843) 673-1108
              E-mail: rbrunson@fsd1.org

One (1) original, Four (4) Copies marked COPY, One (1) Electronic Copy are required to be submitted.

PART III- DESCRIPTION OF SERVICES TO BE SOLICITED

INTRODUCTION

The School District is seeking qualification statements from interested ESCOs that are capable of providing comprehensive energy and operational related capital improvement services. The School District plans to select the most qualified ESCO to enter into an ESPC. The guaranteed energy savings shall not exceed 15 years in duration.

PROJECT SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The purpose of this project is to provide the School District with the means to realize maximum utility savings, operational savings and energy/operational improvements. The ESCO selected through the RFQ process shall provide the School District with a comprehensive energy services program including but not limited to the following:

The ESCO selected from the RFQ process will be expected to provide a cost for the comprehensive energy audit for the 20 buildings listed in Part V. Section 5. In accordance with the Energy Study scope in Exhibit A. These costs will become a part of the final project and be covered by the guaranteed savings for this project.

1. A comprehensive detailed energy study of selected School District facilities. The audit shall include but is not limited to lighting and lighting controls, HVAC equipment, building controls, and other needed upgrades.
2. The design, acquisition and installation of energy efficient equipment and systems.
3. The process of monitoring energy/utility usage and costs will be determined during negotiations between the successful ESCO and School District. Continuing annual energy audits to verify savings will be conducted using energy software acceptable to the School District and a defined Monitoring and Verification plan with annual reconciliation reports.

4. The ESCO shall assist in 3rd party financing recommendations as desired by the School District.

5. The ESCO’s guarantee shall be a first party direct guarantee from the ESCO to the School District. No third party guarantee, such as from a non-contractor insurance company, shall be accepted.

6. The ESCO may provide maintenance, servicing and repair of the installed systems within the Performance Contract agreement.

7. The ESCO shall perform energy management training for School District employees on any and all new and modified equipment installed.

8. The School District shall own all equipment and improvements made as a result of this project once payment has been made.

9. Payment and Performance Bonds in the amount of 100% of the project cost shall be required.

10. Any construction work by the ESCO or any third party shall be performed pursuant to construction agreements, terms and conditions acceptable to School District.

**PART IV- RFQ PROCESS**

This RFQ is part of a selection process leading to an ESPC for energy efficient equipment and services between the School District and an ESCO. Steps in the process are described below:

1. School District issues the RFQ to prospective ESCOs.

2. School District receives a transmittal letter and the required number of copies of a Statement of Qualifications (SOQ) from each Offeror. Copies will be distributed to the School District Selection Committee for review and scoring.

3. Based on the scoring and ranking of the evaluation factors, the Selection Committee will select the ESCO to provide a proposal for the services described herein.

4. School District reserves all rights under its procurement code, including the right to cancel the solicitation at any time. The issuance of this RFQ shall not commit the School District to make any award.

5. This solicitation, any agreement formed hereunder and any dispute arising hereunder are subject to the provisions of the School District Procurement Code. The School District shall not be bound to any term inconsistent therewith in any form, proposal or other document submitted or used by any ESCO in responding to or performing any work pursuant to this solicitation.
6. School District reserves the right to hire a 3rd party to review the detailed energy study, final contracts, commissioning plan, and construction phases.

PART V- EVALUATION/SCORING CRITERIA

Each criteria or section of the response will be considered a separate selection criteria and will be graded individually. All individual section scores will be summed to calculate the grand total score, with the maximum grand total score of 100 points.

1. Point Values

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications/Experience</td>
<td>40 Total Points</td>
</tr>
<tr>
<td>Organization - Firm</td>
<td>15</td>
</tr>
<tr>
<td>Project Team</td>
<td>15</td>
</tr>
<tr>
<td>References/Similar Projects</td>
<td>10</td>
</tr>
<tr>
<td>Technical Approach</td>
<td>30 Total Points</td>
</tr>
<tr>
<td>Audit Methodology/Process</td>
<td>10</td>
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<tr>
<td>Savings Projections</td>
<td>10</td>
</tr>
<tr>
<td>Project Management/Safety</td>
<td>10</td>
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<tr>
<td>Guarantee</td>
<td>20 Total Points</td>
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<tr>
<td>Savings Approach/Security</td>
<td>10</td>
</tr>
<tr>
<td>Monitoring/Measuring</td>
<td>5</td>
</tr>
<tr>
<td>Savings Record</td>
<td>5</td>
</tr>
<tr>
<td>Sample Documents/Other</td>
<td>10 Total Points</td>
</tr>
<tr>
<td>Sample Documents</td>
<td>5</td>
</tr>
<tr>
<td>Clarity/Organization</td>
<td>5</td>
</tr>
<tr>
<td>RFQ Total</td>
<td>100</td>
</tr>
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</table>
2. Percentage Grades

<table>
<thead>
<tr>
<th>Grade</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>Criterion was not addressed or the material presented was totally without merit.</td>
</tr>
<tr>
<td>20%</td>
<td>Criterion was addressed minimally, indicated little capability, experience, or understanding of topic.</td>
</tr>
<tr>
<td>40%</td>
<td>Criterion was addressed minimally, but shows some capability, experience, or understanding of topic.</td>
</tr>
<tr>
<td>60%</td>
<td>Criterion was addressed adequately. Overall, a basic capability, experience, or understanding of topic.</td>
</tr>
<tr>
<td>80%</td>
<td>Criterion was addressed well. Indicates some superior features.</td>
</tr>
<tr>
<td>100%</td>
<td>Criterion was addressed in superior fashion, indicating excellent or outstanding capability.</td>
</tr>
</tbody>
</table>

PART VI- REQUESTED INFORMATION FOR RFQ

Offerors will be ranked and evaluated solely on the information submitted in their SOQ responsive to this RFQ. Any additional information provided by Offeror will NOT be considered. However, public information discovered independently about Offeror MAY be considered. Offerors must supply the required information listed and explain their responses with sufficient detail to allow a thorough evaluation.

The following items of requested information are ranked in relative importance from the most heavily weighted items to the least weighted. Responses shall be limited to 50 pages of single spaced lines of text and graphics with a minimum font size of 12.

EVALUATION FACTORS:

1. ORGANIZATION, QUALIFICATIONS AND EXPERIENCE:

   Organization:
   a. Provide Offeror’s history, organization and structure (local, regional, national, etc.). Determine the number of the firm’s employees that live in the State of South Carolina.
   b. Describe the Offeror’s capabilities in energy management and performance contracting.
c. How many years had the Offeror (or firm) been involved in delivering energy efficiency equipment and services?

d. Describe the range of energy management and performance contracting services offered by the Offeror (firm).

e. Describe the financial condition of the Offeror (firm). Please include a summary of the most recent audited annual report and financial statements in the Appendix. Discuss the firm’s financial soundness and stability. Discuss the demonstrated ability to provide or arrange project financing. If financing is arranged through a 3rd party, explain to whom payments will be made.

f. Provide copies of Offeror’s South Carolina General Contractor, Mechanical Contractor and Electrical Contractor Licenses.

g. Provide certification of Offeror’s National Association of Energy Service Companies (NAESCO) accreditation as an accredited Energy Service Company (ESCO).

h. Describe the relationship that the Offeror has to an HVAC equipment and controls original equipment manufacturer (OEM). Please acknowledge that the Offeror has service parts inventory, training and dispatched truck-based service personnel located in or within a 50-mile radius of the School District.

i. Describe the relationship that the Offeror has as an OEM provider of Intelligent Building Performance systems that may be integrated to provide building performance features, energy management, alarm notification, active monitoring, remote notification and control.

Qualifications and Experience:

a. When responding to this request, consider the project as having three phases: I. Development, II. Installation and III. Monitoring and Oversight of Operations. Identify individuals who will have a direct, hands-on role in each phase. Include in this section a list of projects where members of the Offeror’s team assigned to this project have worked together and their respective roles.

b. Provide an organization chart that shows the project organization of each phase with evidence of technical support and supervision. Include and identify potential outside consultants, contractors and vendors on this chart. Provide evidence of a South Carolina business license issued by the Labor, Licensing and Regulation Board.

c. Furnish at least four (4) references on a Reference Form for Guaranteed Energy Services Performance Contracting the Offeror has provided to either local government, state or federal government facilities. Include the name, address, contact person, telephone number and email address of the organization for which the service was/is being performed.
d. Provide a brief description of at least two (2) similar projects that the firm has implemented within the past eight years, at least one of which must have been a Guaranteed Energy Services Performance Contract that has been operating for at least two years. Include in this description the number and square footage of the area of the buildings involved, equipment installed, services provided, annual energy savings from the project in terms of total dollars and percent reduction in cost and energy and sources and levels of operational savings. Compare savings guaranteed versus actual savings achieved. Include contact information.

2. TECHNICAL APPROACH

a. Describe in detail the methodology for conducting an energy audit. What involvement would Florence Public School District One Government personnel have in the audit?

b. Describe how the initial baseline energy consumption of a facility and the baseline prior to startup is calculated and how the firm will monitor the baseline over the life of the contract. Explain how adjustments for changes in square footage, operating hours or installed equipment will be accounted for. What information must Florence Public School District One provide? How are the calculations affected if certain information is not available? How is the baseline adjusted for year-to-year weather variations?

c. What are the standards of service and comfort (temperature, air flow, light levels, etc.) the firm typically uses for system design along with the documentation that will be used to record these same standards?

d. How does the firm monitor, verify and report performance and savings accomplished?

e. Describe the Project Management approach. Are separate teams used for the audit phase, design phase, construction phase and ongoing administration phase? How are quality control, communications and consistency assured when there are handoffs from one team to another?

f. Describe specific procedures the firm uses to ensure safety during construction and more information about your company’s commitment to safety, training, procedures.

3. GUARANTEE

a. Describe in detail the means for guaranteeing that cost savings generated by the modifications to a facility will equal or exceed the cost of performing these modifications, (Corporate Letter of Guarantee, etc.) Provide a cost for the comprehensive energy audit of selected School District facilities.

b. Describe the firm’s approach for monitoring, measuring and verifying energy and operational savings. Describe in detail the various methods the firm has used in measuring savings. Describe how annual energy and operational savings are
determined and reconciled. What is the policy relative to projects that do not perform as specified?

c. What is the firm’s verifiable record of savings on all guaranteed jobs for the past two (2) years compared with actual performance? Provide a list.

d. Has the firm had performance contracting projects that did not meet guaranteed savings (shortfalls) within the last ten (10) years? If yes, explain how the firm helped the client(s) recover from this and provide all references with current contact information for each project where savings were less than what was guaranteed. What payments have been made by the firm due to guaranteed savings shortfalls?

4. SAMPLE DOCUMENTS

Provide one (1) copy of the following documents, clearly labeled:

- Sample Investment Grade Energy Audit—must include energy savings data
- Sample Measurement & Verification Plan
- Sample Customer Savings Report

5. OTHER

Clarity, organization and level of detail in written submission

Quality of Project History and Client References

List of Potential Buildings for Evaluation

The three highlighted schools will be visited after the Pre-Proposal meeting.

<table>
<thead>
<tr>
<th>Building</th>
<th>Address</th>
<th>Square footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Florence High School</td>
<td>3200 S. Irby Street</td>
<td>215,393</td>
</tr>
<tr>
<td>Wilson High School</td>
<td>1411 Old Marion Highway</td>
<td>223,148</td>
</tr>
<tr>
<td>West Florence High School</td>
<td>221 N Beltline Drive</td>
<td>190,279</td>
</tr>
<tr>
<td>John W Moore Intermediate</td>
<td>191 Westfield Drive</td>
<td>158,457</td>
</tr>
<tr>
<td>North Vista Elementary</td>
<td>1100 North Irby Street</td>
<td>110,000</td>
</tr>
<tr>
<td>Southside Middle School</td>
<td>200 E. Howe Springs Road</td>
<td>118,408</td>
</tr>
<tr>
<td>Royall Elementary School</td>
<td>1101 Cheraw Drive</td>
<td>89,800</td>
</tr>
<tr>
<td>Sneed Middle School</td>
<td>1102 S. Ebenezer Road</td>
<td>129,453</td>
</tr>
</tbody>
</table>
McLaurin Elementary  1400 McMillan Lane  79,795  
Dewey Carter Elementary  4937 S. Irby Street  74,188  
Lucy T Davis Elementary  201 Westfield Drive  92,900  
Carver Elementary  515 N Cashua Drive  74,962  
Williams Middle School  1119 N. Irby Street  83,220  
Delmae Heights Elementary  1211 S. Cashua Drive  59,814  
Greenwood Elementary  2300 E. Howe Springs Road  61,816  
Theodore Lester Elementary  3501 E Palmetto Street  81,716  
Alfred E Rush Academy  1201 E. Ashby Road  49,542  
Florence Career Center  126 E. Howe Springs Road  84,203  
Briggs Elementary School  1012 Congaree Drive  51,431  
Henry Timrod Elementary  1901 E. Old Marion Highway  50,086  
FSD-1 Administration  319 S. Dargan street  24,244  
Wallace Gregg Elementary  515 Francis Marion Road  43,903  
Child Development  1400 Woods Road  47,027  
R.N. Beck Learning Center  1001 W. Sumter Street  43,931  
James F. Reames Center  1806 National Cemetery Road  6,047  
FSD-1 Transportation  1810 E. National Cemetery  30,000  
Memorial Stadium  100 S Stadium Road  4,612  
Chapter I-Building A  111 W. Laurel Street  3,466  
Savannah Grove Elementary  2348 Savannah Grove Road  58,742  
Poynor Adult Education  301 S. Dargan Street  62,311  
FSD-1 Office Building  412 Dargan Street  3,028  

Exhibit A  
Comprehensive Detailed Energy Study  
Scope of Services  

A. Detailed Energy Study
To be proposed and conducted by the successful selected Energy Services Company (ESCO) to include the ____ school district buildings listed in the Part V Section 5 of the Request for Qualifications document. The Detailed Energy Study as defined below will be subjected to a 3rd party reviewer selected by Florence Public School District One at various stages in the process.

1) Utility Bill Analysis  
   a) Acquire or Develop  
      i) Customer preliminary information including building names, addresses, square footages, dates built (and renovated/added to), type of space (i.e. office, classroom, etc.) and utility account numbers, furnished by Florence Public School District One  
      ii) Electronic and/or hard copies of actual customer utility bills per account for the past 36 months from utility provider  
      iii) Acquire utility rate schedules including breakout of fuel adjustment and applicable taxes from Florence Public School District One’s energy supplier  
   b) Analysis  
      i) Reconcile all meter numbers found during site visit with utility bill information  
      ii) Review utility billing for conformance with rate schedule/correct billings  
      iii) Identify opportunities to change rate schedule within existing utility  
      iv) Identify opportunities for interruptible rate  
      v) Identify, quantify, and obtain pre-approval for utility rebates  
      vi) Provide comparison of facility energy usage (BTU/Sq. Ft, $/Sq. Ft) to similar facilities in the same geographic area  
      vii) Determine specific base line year to be normalized for weather  
     viii) Provide explanation of utility rates and schedules  
   c) Deliverables (electronic format)  
      i) Utility analysis report (Utility Analysis Report.doc) to include analysis observations, and opportunities  
      ii) Utility analysis summary (Utility Analysis Summary.xls) to include utility data for all meters, meter numbers and locations  

2) Site Survey  
   a) Acquire or Develop  
      i) Building Drawings  
         (1) Identify and tag drawings to be copied and electronically scanned, furnished by Florence Public School District One  
         (2) Fire evacuation floor plan sketches, furnished by Florence Public School District One  
         (3) Take photographs to document areas of opportunity  
      ii) Building Envelope  
         (1) Identify and record information on facility architectural envelope  
         (2) Identify and report any indoor air quality issues  
         (3) Identify and report any existing facility problems and challenges
iii) Internal Loads
   (1) Identify and record information on facility plug loads and all mechanical equipment

iv) Mechanical Equipment
   (1) Identify and record equipment information on all mechanical, electrical and plumbing systems
   (2) Verify efficiency of major systems and equipment at full and part loads (i.e. boilers, chillers, etc.)
   (3) Locate and verify all meter numbers, locations, and buildings served

v) Scheduling
   (1) Interview staff and occupants, identify environmental, indoor air quality and comfort issues
   (2) Ask about (and later verify) hours of operation of major energy consuming systems
   (3) Identify and document building occupancy and utilization (and compare to above)

vi) Measurement and Data Logging
   (1) Develop data logging and measurement plan to verify major equipment energy consumption and hours of operation, for review and approval by a 3rd party reviewer
   (2) Perform field measurements and data logging as required by approved data logging and measurement plan
   (3) Use instrumentation and methodology as approved by NEBB or equal to gather survey data
   (4) With prior written consent, utilize NEBB or equal certified firms to augment staff for collecting field data.

b) Analysis
   i) Identify and evaluate energy saving opportunities
   ii) Identify and evaluate upgrades that are required because of CFC, IAQ, and code compliance issues

c) Deliverables (electronic format)
i) Proposed list of energy conservation measures (ECM Matrix.xls)
ii) Site survey notes (Survey Notes.doc)
iii) Site survey equipment data (Existing Equipment List.xls) (brand name, age, type, quantity, size, location, capacities, system type, etc.)
iv) Photographs (digital)

3) Base Line Model Development
a) Acquire or Develop
   i) Site survey information (Survey Notes.doc)
   ii) Utility baselines normalized for weather provided by ESCO
   iii) Utilize DOE approved software to simulate baseline energy usage of facility
   iv) Acquire most recent software updates
v) If performed under separate contract acquire surveys and analysis performed by others (i.e. lighting, water fixtures, steam traps)

b) Analysis
   i) Verify validity of model by calibrating to normalized utility bills (modeled usage to be within 5% of actual usage and demand on a monthly basis)
   ii) Utilize in software models the identified lighting wattages on a room by room basis
   iii) Coordinate room names in baseline model with actual room names in lighting analysis
   iv) Validate operating hours and fixture wattages surveyed in lighting analysis performed by others
   v) Identify overall savings opportunities and development of proposed energy conservation measures

c) Deliverables (electronic format)
   i) Energy modeling software baseline comparison charts (Baseline Comparison Chart.xls)
   ii) Archived Energy models submitted in reusable format for 3rd party reviewer use or review
   iii) Proposed list of energy conservation measures (ECM Matrix.xls)

4) Simulation of Energy Conservation Measures
   a) Acquire or Develop
      i) Develop proposed list of energy conservation measures (ECM Matrix.xls)
      ii) Develop and archive energy simulation baseline models
      iii) Develop energy conservation measure savings summary customized for project (ECM Savings Summary.xls)
      iv) Utilize DOE approved software for energy savings analysis
   b) Analysis
      i) Each energy conservation measure shall be evaluated and reported separately on a per building basis
      ii) Evaluate baseline adjustments precluding other energy conservation measures, for example, increased ventilation air to meet prevailing code requirements
      iii) Coordinate the cascading order of proposed energy conservation measures prior to energy simulation. Facility energy conservation measures such as envelope, internal loads, and control strategy improvements shall be analyzed before equipment replacement is considered so not to double dip energy savings
   c) Deliverables (electronic format)
      i) Proposed energy conservation measure narratives (ECM Descriptions.xls)
      ii) Proposed energy conservation measure list (ECM Matrix.xls)
      iii) Completed energy conservation measure savings summary (ECM Savings Summary.xls)
      iv) Archived energy simulation models submitted for 3rd party review
5) ECM Implementation Descriptions *(Steps 5 and 6 repeat themselves until a final scope is agreed upon and approved)*
   a) Develop
      i) Proposed energy conservation measure narratives *(ECM Descriptions.xls)*
      ii) Proposed energy conservation measure list *(ECM Matrix.xls)*
      iii) Archived energy simulation models
   b) Analysis
      i) Identify and record energy conservation measure details necessary to prepare descriptions for implementation
      ii) Participation to identify savings potential of proposed energy conservation measures
      iii) Work with Florence Public School District One to develop BAS points list and strategies
   c) Deliverables (electronic format)
      i) Implementation report *(ECM Implementation Report.doc)* will describe major steps to implement energy conservation measures. Implementation Report shall include at a minimum energy conservation measure narratives, nominal design capacities, control sequence of operation, quantities, sizes, locations and drawings/sketches

6) Project Refinement with ECM Modeling Iterations/Additions/Deletions *(Steps 5 and 6 repeat themselves until a final scope is agreed upon.)*
   a) Acquire or Develop
      i) Revised energy conservation measure list *(ECM Matrix.xls)* as required by a 3rd party reviewer
   b) Analysis
      i) Provide additional iterations/re-runs of energy simulation models based on revised *(ECM Matrix.xls)* before generating Detailed Study Report
   c) Deliverables for each Iteration (electronic format)
      i) Revised implementation report *(ECM Implementation Report.doc)*
      ii) Revised energy conservation measure list *(ECM Matrix.xls)*
      iii) Revised savings summary *(ECM Savings Summary.xls)*
      iv) Revised archived energy simulation models in an agreed upon format for 3rd party reviewer

7) Detailed Study Report Generation *(Detailed energy study report shall not be started until Steps 5 and 6 are completed and approved by a 3rd party reviewer)*
   a) Minimum report requirements
      1) Executive Summary
         - Energy consultant information – only include consultant’s name and affiliation
         - Brief description of facility – typically only state names and number of buildings, and total square footage
         - Summary of energy savings – this is the focus of the Executive Summary
         - Implementation strategy – this should only be an overall plan, not any specifics
         - Major customer operational benefits - highlights of opportunities and solutions
      2) Existing Systems Descriptions
         - Building envelope and type of general construction
- Lighting systems
- Heating and cooling air handling systems
- Central plant heating and cooling systems
- Domestic water systems
- Base utility systems
- Miscellaneous systems
- Electrical service and distribution system
- Equipment operation schedules - include seasonal as well as daily operation for respective system types

(3) **Building Utilization**
- Building occupancy and utilization data
- Indoor air quality conditions and concerns
- Existing facility problems and challenges

(4) **Building Utility Data**
- Narrative of utility analysis report (*Utility Analysis Report.doc*)
- Identification of "floor" or overall averaged base cost ($) of units of energy at time of analysis - to be used in future savings status calculations

(5) **Analysis Methodology**
- Methods used to develop energy models
- Methods used for estimating savings

(6) **Calculated Baseline**
- Comparison of actual/billed energy consumption baseline to simulated energy consumption baseline
- Comparison of existing facility energy usage (BTU/sqft/yr, $/sqft/yr) to similar facilities in the same geographic area
- Identify annual baseline energy usage per system category, i.e. lights, heating, cooling, fans, base utilities, miscellaneous equipment, etc.

(7) **Energy Conservation Measure Evaluations and Results**
- Predicted total energy baseline and savings (units of energy- will become part of the ESCO’s guarantee)
- Brief narrative of each energy conservation measure on an individual basis, include monthly breakdown of energy savings
- Recommendations – Break energy conservation measures into two sections: one for recommended energy conservation measures and one for energy conservation measures not recommended. Explain reason why energy conservation measures are recommended or not

(8) **Appendices:**
- *Utility Analysis Summary.xls*
- *Utility Analysis Report.doc*
- *Survey Notes.doc*
- Energy model input/output data; in format agreed upon with 3rd party reviewer
- *Baseline Comparison Chart.xls*
- *ECM Matrix.xls*
- *ECM Savings Summary.xls*
- *ECM Descriptions.doc*
- *ECM Implementation Report.doc*
- Lighting Data and Inventory
- *Existing Equipment List.xls*
- Facility Layout Key Plan drawing
- CD containing all electronic documentation and energy model archive files
- Other supporting documentation

b) Deliverables
   i) Prepare all documents in electronic format for review by Florence Public School District One and their 3rd party reviewer
   ii) Provide three hard bound copies of detailed energy study report

8) **Additional Detailed Energy Study Services**
   a) Complete final recommended documentation for commissioning
   b) Provide cost / savings analysis of customer and 3rd party requested upgrades
   c) Provide cost / savings analysis of upgrades that are required because of CFC, IAQ, and code compliance issues
- Provide progress updates for the scope of services (see Exhibit A – Comprehensive Detailed Energy Study Scope of Services)
- Establishes the necessity or not for additional progress meetings

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent complete (0-100%)</th>
<th>Outstanding Issues preventing completion</th>
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</thead>
<tbody>
<tr>
<td><strong>Utility Bill Analysis</strong></td>
<td></td>
<td></td>
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<tr>
<td>Acquired customer utility billing for past 36 mos., utility rate schedules, fuel adjustments and applicable taxes</td>
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<tr>
<td>Identified optimal 12-month baseline period</td>
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<td>Identified opportunities to change rate schedules/utilities</td>
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<tr>
<td>Provided comparison of facility energy usage</td>
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<td><strong>Detailed Survey</strong></td>
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<tr>
<td>Identified/documented info on facility architect. envelope, mech/elect/plumbing systems, bldg. occupancy/utilization</td>
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<tr>
<td>Verified hrs of operation &amp; efficiencies of major equipment/energy consuming systems at full/partial loads (i.e. boilers, chillers, etc.)</td>
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<tr>
<td>Used instrumentation/methodology approved by NEBB or equal for survey data. Utilized NEBB or equal certified firms to augment staff for collecting field data.</td>
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<tr>
<td>Interview staff/occupants, identify envir./comfort issues</td>
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<tr>
<td>Performed field measurements as required to obtain data to model building and evaluate ECM’s (energy cons. meas.)</td>
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<tr>
<td><strong>Detailed Energy Analysis</strong></td>
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<tr>
<td>Verified validity of model by comparing to utility bills (modeled usage to be within 5% of actual usage)</td>
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<tr>
<td>Identified ECM’s and provided cost/savings analysis of the same. Performed design as required to accurately evaluate ECM’s.</td>
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<tr>
<td>Identified/quantified/obtain preapproval for utility rebates</td>
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<tr>
<td>Developed BAS points list/strategies</td>
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<tr>
<td>Preliminary design included. Narrative, sketches and preliminary sizing as required to develop pricing.</td>
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</table>
PART VII - ADDITIONAL 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.

FSD-1 means the Florence Public School District One

BOARD means the Florence Public School District One or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

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. [11-35310(4)]

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. [11-35-310(9)]

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 the Florence Public School District One

ENERGY SERVICE COMPANY (ECM) – means the installation of new equipment, modifications of existing equipment or revisions of operations and maintenance procedures to reduce energy of utility consumption and improving efficiency.

ESCO means Energy Services Company – A private company able and willing to provide a contractual relationship for supplying energy management equipment and services including feasibility studies, design, installation, maintenance and finance options.

OFFER means the bid or proposal submitted in response 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.

SELECTION COMMITTEE means The School District will evaluate and score the SOQs received based on the evaluation criteria

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

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the Work.
US or WE means the Florence Public School District One.

WORK means all labor, materials, equipment, and services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-2]

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments: www.kcsdschools.net (Departments/Financial Services/Procurement). (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AUTHORIZED AGENT. All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

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 Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

REQUEST FOR QUALIFICATIONS AS OFFER TO CONTRACT. By submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with Florence Public School District One and agreeing to all terms and conditions provided herein. Your Qualifications response as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. Therefore, any objection to the terms and conditions contained herein must be addressed with the District prior to submittal of your Bid and/or Proposal. Such objections must be submitted in writing as described herein for any inquiries. 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; 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] Mandatory for all solicitations. [2A035-1]

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]

COMPLETION OF FORMS / CORRECTION OF ERRORS All prices and notation 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).

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. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or 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 prior to the bid opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

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 813-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

OFFICE CLOSINGS If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District’s 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://scedm.org/index.php/department/response/severe-winter-weather [02-2A120-2]

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. [02-2A080-1]

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 Using Governmental Unit 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 19-445.2 165, 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 Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PROTEST Right to Protest under Article 17 Section 4210.1.4 of the KCSD Procurement Code states the rights and remedies granted by subsection 4210.1.1 and Section 4410.1.2 are not available for contracts with an actual or potential value of less than fifty thousand dollars.

PUBLIC OPENING A public opening shall not be held for procurements less than $50,000.

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation’s title and number. Oral explanations or instructions will not be binding. [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. [See R. 19-445.2140] [02-2A095-2]

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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers that 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 Official.

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

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm 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. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and 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 contend 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 11-3518. 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 non-responsive. 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 Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) 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. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAXPAYER IDENTIFICATION NUMBER (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: “Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. “Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

TERM OF CONTRACT: It is Florence Public School District One District’s intent to contract with the successful bidder by entering into a one (1) time Agreement for the work specified herein.

TIE QUOTATIONS Tie quotations shall be resolved as outlined in Article 5 Section 1520.9 of the Florence Public School District One District Procurement Code.
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.

B. SPECIAL INSTRUCTIONS

CLARIFICATION Pursuant to Section 1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1].

MAIL PICKUP The District’s Procurement Office does not pick up mail from the US Postal Service. See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY ITEM Offers may be submitted for one or more items. [02-2B085-1]

UNIT PRICES REQUIRED Unit price to be shown for each item. [02-2B 170-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm’s name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery shall include your qualifications as specified in SECTION V. and any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

Additional Information:
- Documentation for any alternates offered (See SECTION III - ACCEPTABLE MANUFACTURERS)
- List of Subcontractors, if applicable
- Certificate of Insurance naming Florence Public School District One as an additional insured
- Copies of warranties for materials and labor
- Proposed schedule
V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR: Offers shall be accepted from bidders who are regularly established in the business called for, and who, in the judgment of the District, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

QUALIFICATIONS MANDATORY MINIMUM
(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications: Five (5) years proven experience with similar projects.
(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established and/or (2) any subcontractor proposed by offeror.
(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

VI. AWARD CRITERIA

AWARD CRITERIA. BIDS Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1] AWARD TO ONE OFFEROR Award will be made to one Offeror.

[06-6035-1]

UNIT PRICE GOVERNS In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE. (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law. [07-7A004-2]

BANKRUPTCY. GENERAL. (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 Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor’s insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

**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. [07-7A010-1]

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (4) your offer, (5) any statement reflecting the District’s final acceptance (a/k/a “award”), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

**DISPUTES** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Florence County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government’s sovereign immunity or the Government’s immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term “Agreement” means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

**FALSE CLAIMS** According to the S.C. Code of Laws Section 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. [07-7A035-1]

**NO INDEMNITY OR DEFENSE** Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney’s fees to anyone for any reason. [07-7A045-2]

**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. [07-7A050-1]

PAYMENT & INTEREST (a) The District shall pay the Contractor, after the submission of proper
invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or
services rendered and accepted, less any deductions provided in this contract. Unless otherwise
specified herein, including the purchase order, payment shall not be made on partial deliveries
accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment
will be made by check mailed to the payment address on “Page Two.” (c) Notwithstanding any other
provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title
29 (real property improvements) when applicable, which provides the Contractor’s exclusive means of
recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty
unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this
paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of
or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate
of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (“an
amount not to exceed fifteen percent each year”), as amended, unless otherwise required by Section
29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or
specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both
parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by
either party other than as provided by items (c) and (d) above, the parties further agree that the
applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first
edition of the Wall Street Journal published for each year, applied as simple interest without
compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.
[07-7A055-3]

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. [07-7A060-1]

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. [07-7A065-1]

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. [07-7A075-1]

TAXES Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the
products shall be paid by the District, and such sums shall be due and payable to the contractor upon
acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be
solely the District’s obligation, after payment to contractor, to challenge the applicability of any tax by
negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected,
which is subsequently determined not to be proper and for which a refund has been paid to contractor
by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing
authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss
(such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on
Contractor’s net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS Payment and performance obligations for
succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. 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. [07-7A085-1]

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. [07-7A090-1]

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 or Chief Business Officer has actual authority to waive any of the District’s rights under this Contract. Any waiver must be in writing. [07-7A095-1]

B. SPECIAL

CONTRACTOR’S LIABILITY INSURANCE - GENERAL (MODIFIED)

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

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

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

IDENTIFICATION The Florence Public School District One, its Officers, Agents, and Employees shall be held harmless from liability from any claims, damages and actions of the nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using Agency or failure of the using Agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor’s bid.

INSTALLATION Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

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, 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. [07-7B 120-1]

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Florence Public School District One District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment. Invoices should be sent to Florence Public School District One, 319 Dargan Street, Florence, SC 29506. The District reserves the right to remit payment to vendor electronically utilizing the Purchasing Card or ePayables method in lieu of issuing a check at no additional cost to the District.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 1910.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation, at 319 Dargan Street, Florence, SC 29506.

PURCHASING CARD Contractor agrees to accept payment by the District’s Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows District to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

SHIPPING / RISK OF LOSS F.O.B. Destination. Destination is the shipping dock of the designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SOUTH CAROLINA GOVERNING LAW CLAUSE The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Executive Director of Finance in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Florence County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government’s sovereign immunity or the government’s immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term “agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute. [1 1-35-1534(B)(4)] [07-7B236-1]

SWMBE PARTICIPATION: Florence Public School District One 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 a semi-annual
report submitted to the Florence Public School District One Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal.

**TERMINATION FOR CONVENIENCE - SHORT FORM**
The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

**USE OF PREMISES**
The contractor shall:

Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.

Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as it will not interfere with the progress of his work or the work of any other contractor; and place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

**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. [07-7B280-1]
IX. ATTACHMENTS TO SOLICITATIONS

Minority Participation Affidavit

- 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 this contract, please indicate all categories for which the Business is certified:

______ Traditional minority
______ Traditional minority, but female
______ Women (Caucasian females)
______ Hispanic minorities
______ Temporary certification
______ Other minorities (Native American, Asian, etc.)

Note: If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.