

**Charleston County
School District
INVITATION FOR BID
FURNITURE FIXTURES &
EQUIPMENT**

Solicitation Number
Date Printed
Date Issued
Procurement Official
Phone
E-Mail Address

09-CP-B-01
September 9, 2009
September 11, 2009
Tammie S. Yeadon
843-566-7271
tamika_yeadon@charleston.k12.sc.us

DESCRIPTION: FURNISH FURNITURE FOR CHARLESTON COUNTY SCHOOL DISTRICT COMPUTER TECHNOLOGY EDUCATION HIGH SCHOOL PROGRAM.

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

SUBMIT OFFER BY: 8 October, 2009 @ 2 PM: See provision entitled "Deadline For Submission of Offer"
QUESTIONS MUST BE RECEIVED BY: 21 September 2009 @ 10AM: Fax questions to 843-566-7387. See provision entitled "Questions From Offerors"
NUMBER OF COPIES TO BE SUBMITTED: One (1) original and Two (2) copies (Total 3 Copies)

SUBMIT SEALED OFFER TO:

Tammie S. Yeadon, Construction Procurement Supervisor
 Office of Construction Procurement Services
 Charleston County School District
 3999 Bridge View Drive
 North Charleston SC 29405

Procurement Official

CONFERENCE TYPE: N/A DATE & TIME: N/A	N/A
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See "Submitting Your Offer" provision

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 12 October 2009 . The award, this solicitation, and any amendments will be posted at the following web address: www.ccsdschools.com (Financial Services/Contracts and Procurement) It is the responsibility of the offeror to check for amendments
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Small (15 employees of less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		
TITLE <small>(Business title of person signing above)</small>		
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED	
<small>(See "Signing Your Offer" provision.)</small>		

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)					NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)				
					Area Code	Number	Extension	Facsimile	
E-mail Address									
PAYMENT ADDRESS (Address to which payments will be sent.)					ORDER ADDRESS (Address to which purchase orders will be sent)				
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)					<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)				
ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	
DISCOUNT FOR PROMPT PAYMENT		10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)		_____ Calendar Days (%)			

SOLICITATION OUTLINE

- I. Scope of Solicitation.....**
- II. Instructions to Offerors.....**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work**
- IV. Bidding Schedule/Specifications.....**
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- VI. Basis of Award.....**
- VII. Terms and Conditions.....**
 - A. General**
 - B. Special**
- VIII. Attachments to Solicitation**

I. **Scope of Solicitation**

The purpose of this solicitation is to acquire pricing on Career Technology Equipment and Furniture that meets Charleston County School District's requirements. Furniture, fixtures and equipment (FF&E) includes furnishings, fixtures, and equipment necessary to equip new school projects, building renovations, or additions for student and administrative use. Charleston County School District (CCSD) has developed Career Technology Equipment for the Project Lead the Way Curriculum. North Charleston and R. B. Stall High School will be outfitted with Mechatronics, Health, Logistics and Training Programs for High School students that will embellish the student experience by offering technical applications. CCSD team has a lead committee that gathered input from District appointed employees for the purpose of establishing standards for all school levels supporting the 21st century Classroom Modernization classroom approach.

Due to the complexity and size of FF&E installations and delivery requirements, it's critical for the bidders to provide **LOGISTICS AND WAREHOUSING EXPERIENCE** in supporting this program. Bidders must be capable of completing projects and/or renovations on time and within budget. Bidder must be able to work with CCSD Move Logistics personnel to develop a move-in strategy and implementation plan that coincides with FF&E occupancy installation on a project specific basis.

The key activities to be performed prior to and during installation will include:

- Develop a **Plan of Action Method (POAM)** in meeting the FF&E occupancy deadlines for each project.
- Establish a system of communication and formal reporting, which will assure that important facts are conveyed in a clear and timely manner.
- Provide a Schedule, plan, and implement services for FF&E installations.
- Capability to meet with Charleston County School District officials to assess specific needs at each school. This will require multiple meetings with each school group to finalize furniture needs.
- Develop a move/construction sequence for each project to identify the most effective and efficient strategy to execute the work.
- Identify potential problems early and head them off before they occur.
- Coordinate with construction activities including plumbing, electrical and data interface.
- Coordinate installation of all FF&E to its respective locations.
- Removal of all boxes and packing debris unless otherwise indicated.
- Provide local warehouse space for temporary storage, if required.
- Coordinate and provide direction related to field installation issues that may occur.
- Provide quality control to assure product has been supplied and installed in conformance with design documents, functional requirements, manufacturer's instructions and supplier contracts.
- Help to resolve any damage claims, product backorders and "missing" components.
- Develop a punch list for all FF&E work and assure punch list items are completed in a timely manner to allow full use of each space.
- Ability to develop Comprehensive Plan with CCSD officials, principals and department heads (at each school); a comprehensive plan to include:
 1. Delivery and installation schedule
 2. Room-to-Room plan of all furniture items,
 3. Any specific needs required by District officials.

NOTE: Offerors must include in their sealed offer the number of work references requested and its proposal (How the contractor proposes to accomplish the tasks listed). These items are used to complete the required “Responsibility Determination”. Failure to include these items in the sealed offer will NOT be considered a “Minor Informality” and will cause the offer to be rejected.

**CHARLESTON COUNTY SCHOOL DISTRICT CAPITAL BUILDING
2005-2009 PROGRAM**

2009-2010 CCSD PROJECTS

NEW CONSTRUCTION PROJECTS	FF&E OCCUPANCY DATES
NORTH CHARLESTON HIGH SCHOOL PHASE I	12/2009
R.B. STALL HIGH SCHOOL	7/2010

*****Maximum Contract Period- 15 October 2009 - 15 October, 2011.** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date/ Initial Contract Period”.

II. INSTRUCTIONS TO OFFERORS

A. General Instructions

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
10. **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.”
11. **Page two** – means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation
15. **You And Your** - means Offeror.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.ccsdschools.com/Business/ConstructionSolicitations/index.php> (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.

AWARD NOTIFICATION: Notice regarding the District’s intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until eleventh day after such notice is given.

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 should include 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.

BID / PROPOSAL AS OFFER TO CONTRACT: When the vendor submit to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal 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; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

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

ENTERING INTO CONTRACT: The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District’s General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District’s Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District’s Procurement Code, this solicitation and other District policy.

BOARD AS PROCUREMENT AGENT: (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any purchase orders awarded as a result of this procurement are between the Vendor and the District. The Board is not a party to such purchase orders, unless and to the extent that the Board is a using District unit, and bears no liability for any party’s losses arising out of or relating in any way to the purchase order.

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 a 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 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 purpose of this certification, means Officials; 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 Official 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), Offeror 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 Official may render the Offeror non-responsible.
 - (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at [http://www.ccsdschools.com/financial services/contracts and procurement](http://www.ccsdschools.com/financial%20services/contracts%20and%20procurement).

COMPLETION OF FORMS/CORRECTION OF ERRORS All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement 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.

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

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

ETHICS ACT: By submitting an Offer, you certify that you are in compliance with South Carolina’s Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

TAXES Include, as a separate line item, any in your bid that the district may be required to pay.

PROTESTS: Any prospective bidder, Offeror, vendor, or sub vendor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Request for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with this Code.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date award or notification of intent to award, whichever is earlier, is posted in accordance with the CCSD Procurement Code; except that a matter that could have been raised pursuant to § 4210.1.1 (Protest of Solicitation) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

PUBLIC OPENING: Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, 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.

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 non-responsive. 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.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After

issuance of the solicitation, **you agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

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

OFFICE CLOSING: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District’s 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.

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 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it 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. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with District Minority Firms.

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:

1) "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.

2) "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

- 1) 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;
- 2) Offeror is an agency or instrumentality of a state or local government;
- 3) Offeror is an agency or instrumentality of a foreign government; or
- 4) Offeror is an agency or instrumentality of the Federal Government.

COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, CCSD, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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.

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.

INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place if required 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 furniture, fixtures or Equipment.**

GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

STATEMENT OF COMPLIANCE AND ASSURANCES: By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

NOTICES: All contact should be directed to Tammie Yeadon, Construction Procurement Supervisor. No company should contact District staff directly. All questions should be directed in writing to Tammie Yeadon via Email tamika_yeadon@charleston.k12.sc.us . Answers to any questions submitted will be sent to all companies via solicitation amendment.

B. Special Instructions:

1. Schedule and Activities: Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

PROCUREMENT EVENTS	SCHEDULE DATES OF EVENTS
ISSUE OF INVITATION FOR BID (IFB)	11 SEPTEMBER 2009
DEADLINE FOR RECEIPT OFFER'S QUESTIONS	21 SEPTEMBER 2009
PRE-BID CONFERENCE	N/A
BID SUBMISSION DEADLINE	8 OCTOBER 2009 @ 2 PM
PUBLIC OPENING OF IFB: CONFERENCE ROOM 206A 3999 BRIDGE VIEW DRIVE NORTH CHARLESTON, SC 29405	8 OCTOBER 2009 @ 2 PM
IFB REVIEW	8-11 OCTOBER, 2009
FORWARD TO CALHOUN STREET	TBD
CCSD BOARD APPROVAL (ESTIMATE)	TBD
CONTRACT AWARD (ESTIMATE)	TBD

2. **BOARD APPROVAL REQUIRED:** Award will be submitted to the CCSD Board for review.
3. **Alternate products** will be acceptable in this phase. Please forward spec sheets and cutsheets of products for approval by **21 September 2009 @ 2 p.m.**
4. Contractor must be experience in project management, meeting delivery milestones and offer turn key installation throughout every project. The intent is to have all FF&E delivered 14 days prior to the FF&E occupancy dates.
5. Contractor must coordinate and schedule delivery with the district's representative in the Construction Procurement Services Department and Project Managers.
6. Contractor must provide production schedule and monthly updates.
7. Contactor must include delivery, shipping, and F.O.B. Destination into their total price.
8. Delivery Truck must have a lift gate and pallet jack. No loading dock. No forklift at these locations.
9. Contractor must provide door protection pads and floor covering when moving furniture into the building.
10. Contractor must remove all boxes and packing debris unless otherwise indicated.
11. Delivery is made directly to the school stated on the purchase order. Any deliveries received without being scheduled will be sent back to the supplier at their expense.
12. Discussion with Bidders: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation

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for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

13. PROTEST – CPO: Any protest must be addressed to the Director Contracts and Procurement Services, and submitted in writing (a) by email to Frederick_feil@charleston.k12.sc.us, (b) by facsimile at 843-566-7391, or (c) by post or delivery to 3999 Bridge View Dr., N. Charleston, SC 29405.
14. Contractor must direct all invoice(s) to
**Attn: BRENDA RANDOLPH, PROCUREMENT TECHNICIAN
CHARLESTON COUNTY SCHOOL DISTRICT
CONSTRUCTION PROCUREMENT DEPARTMENT
3999 BRIDGE VIEW DRIVE, NORTH CHARLESTON, SC 29405**

III. Scope of Work

FF&E Contractor must provide equipment, installation and delivery for the following two new construction/renovation projects. Contractor will furnish requirements for the four programs listed below.

1. **VIRTUAL ENTERPISE**
2. **HEALTH SCIENCE**
3. **MECHATRONICS**
4. **TRANSPORTATION & LOGISTICS**

<p>North Charleston High School (New Additions and Renovations) FF&E Occupancy Date -Phasing- January 2010 1087 East Montague Avenue North Charleston, SC 29405 Project Manager- Kevin Kelly (HEERY) Student Capacity- 1000 students three story building</p> 	<p>R.B. Stall High School FF&E Occupancy Dates- July 2010 3625 Ashley Phosphate Road North Charleston, SC 29418 Project Manager- Kevin Kelly (HEERY) Student Capacity 1200 students 236,000 SF</p> 
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IV. Bidding Schedule/Specifications

See Attachment A for Bid Specifications for the CTE Furniture Requirements – Products must be approved or Equivalent to Green Manufacturing, Inc. and Markant Product line.

BID FORMS Bid Form (Attachment A- Career Technology Equipment Requirements) is included for your use. Only these Bid Forms shall be used; no other form is acceptable. **CCSD Discount Unit Prices must include materials, installation, pre- and post- delivery and administration costs.** 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 should include 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.

V. Information for Offerors to submit

The bid must be in two parts. The first part is the Offeror's submission of required information. This information must be prepared in a manner designed to provide the District with a straightforward presentation of the Offeror's capability to satisfy the requirements stated in the IFB- Invitation for Bid. Offerors shall provide a **Plan of Action Method (POAM)** in explaining in detail, the method used to meet each requirement. Information should be tabbed to provide the team with an easier way to locate information. The following elements shall be taken into consideration for purposes of determining the responsible Offeror. The second part is the Offeror submitting complete pricing on Attachment A- Career Technology Equipment Requirement excel spreadsheet.

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the CCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the CCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. (CCSD Code 1810.1.2)

B. Qualifications

Information provided will be the basis for determining vendor's responsibility and responsiveness to this Invitation to Bid.

1. LETTER OF INTRODUCTION

- Provide a letter of introduction signed by an authorized officer of the organization. Provide a project manager skilled and experienced in the design, assessment, planning, inventory analysis, warehousing, delivery and installation of furniture and equipment **and** who shall serve as the main point of contact for Proposer. If submitting as a team, note which team is the prime consultant or lead joint venture.

2. PROJECT TEAM QUALIFICATIONS:

- Identify members within the firm and provide their resumes with qualifications especially as it relates to FF&E Consulting and Coordination Services. Resumes are to be no longer than 1 single-sided page.
- List company or individual team members experience in providing same services. Include name of projects, client, city, and state.
- Provide a copy of certification that the “FF&E consultant or firm” is legally permitted or licensed to conduct business in the State of South Carolina.
- Identify any proposed sub consultants. List license numbers and dates as well as business addresses, phone numbers and fax numbers. Include resumes and related experience for appropriate members of these firms.

4. FINANCIAL REQUIREMENT DATA

- Provide banking references, to include contact name, title, and institution, address and telephone number; your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements.
 - List all litigation against or involving your firm or its agents or employees with respect to any work performed within the past ten years.
 - Provide Proof of Insurance as shown on page 22 & 23. Provide name of insuring company, name of agent, address and telephone number.
5. How are you preparing to have these items delivered on time? Are you capable of providing a production schedule and monthly updates? _____ Yes _____ No
 6. Based on the Anticipate Schedule, please submit manufacturer’s lead time requirements to meet the project’s occupancy’s dates.
 7. Describe capability of handling similar scope of work such as the District.
 8. In the event of a disaster, please identify additional resources to assist the District in meeting the projected schedule dates of delivery and installation of FF&E.
 9. The successful vendor(s) will be requested to provide information to be used in the District’s new procurement software, eSchoolMall.

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

SPECIFIED PRODUCTS OFFERED:

Bidders must clearly indicate the brand names and model numbers they intend to provide where required on the bid schedule. Bidders shall supply cut-sheets for all material bid that are substitutions with their bid. Bidder's failure to identify substitute brand and model offered (substitutions) may cause the Authority to consider the offer non-responsive and reject the bid.

VI. Basis of Award

Award will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to the Charleston County School District. Multiple awards may be a result from this solicitation. Charleston County School District reserves the right to inspect and approve the services, materials and/or equipment under this solicitation. CCSD reserves the right to add or delete schools from the solicitation.

VII. Terms and Conditions

A. General

Charleston County School District reserves the right to make the final determination as to the bidders' ability to provide the products or services requested herein.

ASSIGNMENT No contract or its provisions may be assigned, sublet, or transferred without the written consent of Charleston County School District.

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

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

ORDER OF PRECEDENCE In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

DISPUTES (a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Director Contracts and Procurement Services in accordance with the Charleston County School District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Charleston 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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (b) 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

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made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5)

RISK OF LOSS The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

REJECTION The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

CORRECTION OF ERRORS ON THIS BID FORM All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnities if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnatee.

PUBLICITY RELEASES Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

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

The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, contractor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the District.

CONTRACT ADMINISTRATION Questions or problems arising after award of this contract shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29420.

FORCE MAJEURE The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

INSURANCE: The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contractor and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Type of insurance	Minimum Limit of liability
Workers Compensation, Applicable Federal and Employer's Liability	
1. State:	Statutory
2. Applicable Federal:	Statutory
3. Employer's Liability:	\$100,000 per accident \$500,000 disease, policy limit \$100,000 disease, each employee

General Liability Insurance including completed operations and product liability coverages:

1. General Aggregate (Except Products – Completed Operations):	\$100,000
2. Products – Completed Operations Aggregate:	\$1,000,000
3. Personal and Advertising Injury (Per person/organization):	\$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
5. Fire Damage (Any one fire):	\$1,000,000
6. Medical Expense (Any one person):	\$1,000,000
7. Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.	\$1,000,000
8. Excess Liability (Umbrella Form)	
General Aggregate:	\$2,000,000
Each occurrence (bodily injury and property damage)	\$1,000,000

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

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 Purchase orders and Procurement Services Director 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, Charleston 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.

TERMINATION Subject to the conditions below, the District providing a 30-day advance notice in writing is given to the contractor may terminate the contract for any reason.

NON-APPROPRIATIONS Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT In case of default by the contractor, the District reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

AFFIRMATIVE ACTION The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE businesses to participate in the IFB 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 yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your Invitation to bid.

ITEM SUBSTITUTION (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

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

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

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

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

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 3999 Bridge View Drive, North Charleston, SC 29405.

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 191 0.1200 (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.

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 CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD’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 CCSD to Contractor, Contractor shall be liable to CCSD 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.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

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

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if

otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Section 4210 of CCSD Procurement Codes. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 1830.

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD: It is Charleston County School District's intent to contract with the successful bidder by entering into a one (1) year pricing Agreement. The prices submitted in response to this solicitation will be firm and not subject to escalation for a period of one (1) year from the Pricing Agreement's date of execution with the option to renew for an additional three (3) year period, in one (1) year increments, with the written agreement of both parties. Upon request and adequate justification, the procurement Officer may grant a price increase. Any request for price increase must be submitted in writing to Procurement Services at least ninety (90) days prior to the requested date for the increase. Price increases will only become effective if agreed to, in writing by Procurement Services. The maximum increase will not exceed the unadjusted percent change from the previous 12 months for which data is available, that is not subject to revision, The Unit Prices attached are firm for two years, after which time price escalation will be permitted and will be based upon, and limited to, the Bureau of Labor Statistics US Producer Price Index (PPI) Series ID: WPU12, or the current market conditions determined by the Procurement Officer.

TERM OF CONTRACT – OPTION TO RENEW The initial term of this contract shall begin on the effective date as stated on the Notice of Award and shall end on the date specified in the Bid. Unless terminated by either party in writing at the end of the initial term, at the end of successive contract terms, or as otherwise allowed within this document (see termination clause), at the District's option the contract will extend at the prices, terms and conditions of the original contract. Said extensions may be less than, but will not exceed, three (3) additional, one-year periods.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of four years of on-site warranty, next business day response. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District. The bidder warrants and guarantees to the District to replace, at Bidder's expense and at no expense to the District, part of parts of the equipment or material to be furnished under this bid which are/or become defective with 48 months after the date of receipt by the Districts. All warranty cards and documents must be sent to the District's mailing address, attn: Tammie Yeadon within ten days after delivery.

SERVICE AND MAINTENANCE: The bidder will meet industry standards of repair and return of equipment under warranty/maintenance agreement. During the warranty period, bidder shall respond to service call with 24 hours. All repairs must be completed and all components must be functioning properly with 7 days from the service request.

TIME AND SCHEDULE- LIQUIDATED DAMAGES: In the event of a delay to Charleston County School District 2005-2009 Capital Building Program Completion Date as per the Schedule specified in Section I of the Scope of Solicitation for which the Contractor is solely responsible, the Contractor shall pay Liquidated Damages to Charleston County School District at a rate of (\$ 1500.00 per day of delay, subject to a Maximum 30 %) Initial Contract Price. Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by Charleston County School District due to delay of school opening and shall be Charleston County School District sole recourse for late performance by Contractor under the Contract. For the purpose of calculating such Liquidated Damages, a grace period of seven (7) days shall be observed, and the Contract Schedule shall be extended by any additional time or delays outside the sole control of Contractor or delay not caused by Contractor, including but not limited to suspension by Company or Contractor in accordance with the Contract, delay due to weather downtime, delay due to Force Majeure, and any time spent or lost on additional work or standby. Acts of Force Majeure include, but are not limited to:

1. Act of God or the public enemy;
2. Act or omission of any government entity other than District;
3. Quarantine or epidemic;
4. Strike or defensive lockout;
5. Unusual delay in receipt of supplies or product which were ordered and expedited and for which no substitute reasonably acceptable to District was available.

Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

CHANGE ORDER: District may, at any time and without any notice add, delete, revise items as necessary.

SAFETY PRECAUTIONS ON DISTRICT'S PROPERTY: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of any activities on District's property.

COOPERATIVE PURCHASING AUTHORIZED. COOPERATIVE PURCHASING:" **Cooperative purchasing**" means procurement conducted by, or on behalf of more than one public procurement unit.

Other School Districts, listed below, within the State of South Carolina shall, at their option, be eligible for use of any contracts awarded pursuant to this solicitation. The following agencies may participate in the final contract:

- | | |
|----------------------------------------------------------------|-----------------------------------------------|
| <i>Aiken County School District</i> | <i>Anderson County School District Five</i> |
| <i>Beaufort County School District</i> | <i>Berkeley County School District</i> |
| <i>Cherokee County School District</i> | <i>Chesterfield School District</i> |
| <i>Darlington County School District</i> | <i>Dorchester County School District Two</i> |
| <i>Florence Public School District One</i> | <i>Fort Mill School District Four</i> |
| <i>Georgetown County School District</i> | <i>School District of Greenville County</i> |
| <i>Greenwood School District Number 50</i> | <i>Horry County Schools</i> |
| <i>Kershaw County School District</i> | <i>Lancaster County School District</i> |
| <i>Lexington County School District One</i> | <i>Lexington County School District Two</i> |
| <i>School District Five of Lexington and Richland Counties</i> | <i>School District of Oconee County</i> |
| <i>Orangeburg School District Five</i> | <i>School District of Pickens County</i> |
| <i>Richland County School District One</i> | <i>Richland School District Two</i> |
| <i>Rock Hill School District Three of York County</i> | <i>Spartanburg County School District Six</i> |
| <i>Spartanburg School District Seven</i> | |

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment. **Invoices should be sent to Construction Procurement Department at 3999 Bridge View Drive North Charleston S.C. 29405**

CCSD IFB 09-CP-B-01

VIII. Attachment to Solicitation:

ATTACHMENT A – BID FORM

See Attached Excel Spreadsheet (Bid Form) to be utilized when submitting bid.

ATTACHMENT B.

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Review this checklist prior to submitting your Invitation To Bid
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

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

ATTACHMENT C

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.*

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

- Have you had any OSHA fines within the last three (3) years? YES NO
- Have you had jobsite fatalities within the last five (5) years? YES NO
- If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

3. LICENSE SANCTIONS:

List any regulatory or license agency sanctions. The District may perform a background check on respondent with all state and regulatory agencies. _____

4. REFERENCES

Provide three references from agencies you have performed similar services for in the past two (2) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone # _____

ATTACHMENT F

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Firm Name: _____

Project: _____

Bid/Proposal #: _____

Signature: _____

It is the intent of the above named firm to self-perform 100% of the work as outlined in this bid/proposal.

The bidder/proposer states the following:

1. That it is a normal business practice of the bidder to perform **all elements** of this type contract with its own employees.
2. That if it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will notify program manager and provide documented good-faith efforts to comply with all requirements of the MBE program in providing equal opportunities to MBE firms.
3. Bidder/proposer will provide equal opportunity for MBEs to participate in significant material-supplier opportunities available under this scope of work and will document good faith efforts as required by program manager.

ATTACHMENT G

CERTIFICATE OF MINORITY BUSINESS ENTERPRISE UNAVAILABILITY

Firm Name: _____

Project: _____

Bid/Proposal #: _____

Signature: _____

<u>Trade/Service Category Person</u>	<u>Name of MBE Firm Participating</u>	<u>Address, City, & Contact Person</u>	<u>Date of Contact & Contact</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder/proposer in accordance with the bid/proposal documents, states that the above MBE firm(s): a) are capable subcontractor(s) and (b) were contacted in good faith and (c) that the MBE firm(s) are not participating in this bid/proposal as indicated above. Form may be copied and supplemental information attached.

A finding that any of the information submitted is false will constitute grounds for recommending that the bid/proposal not responsive.