

DESCRIPTION: DRAYTON HALL ELEMENTARY SCHOOL – HVAC UPGRADE PACKAGE

Offeror is to submit a signed copy of this Addendum # 1 form with BID

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		
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	

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision								
DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)		20 Calendar Days (%)		30 Calendar Days (%)		____ Calendar Days (%)	

SEE NEXT PAGE

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Solicitation has been amended as follows:

FOR

DRAYTON HALL ELEMENTARY SCHOOL – HVAC UPGRADE PACKAGE

PREPARED BY:

**CUMMING CONSTRUCTION MANAGEMENT, INC.
& ATLANTIC SOUTH CONSULTING SERVICES
3820 FABER PLACE DRIVE, SUITE 600
N. CHARLESTON, SOUTH CAROLINA 29405**

AND

**WHOLE BUILDING SYSTEMS
26 BEE STREET, SUITE B
MT. PLEASANT, SC 29465**

This addendum consists of the following attachments:

ITEM	No. of Pages
1. Pre-Bid Minutes & Sign In Sheet dated 3/7/2018	5
2. REPLACE Specification Section 012100 Allowances	3
3. ADD Specification Section 012300 Alternates	2
4. REPLACE Specification Section 000116 Invitation for Bid	32

PRE BID CONFERENCE

ITEM 1.1 PRE_BID CONFERENCE MEETING MINUTES: See attached Pre-Bid Conference Meeting Minutes and Sign In Sheet dated 3/7/2018.

GENERAL

ITEM 1.2 SPECIFICATION SECTION 000100 TABLE OF CONTENTS: Add Specification Section 012300 Alternates to the Table of Contents.

SPECIFICATIONS

ITEM 1.3 SPECIFICATION SECTION 012100 ALLOWANCES: Replace Specification Section 012100 Allowance with revised Specification Section 012100 Allowances.

- ITEM 1.4 SPECIFICATION SECTION 012300 ALTERNATES:** Add Specification Section 012300 Alternates to the project manual.
- ITEM 1.5 SPECIFICATION SECTION 000116 INVITATION FOR BIDS:** Replace Specification Section 000116 Invitation for Bid with revised Specification Section 000116 Invitation for Bid.
- ITEM 2.1 SECTION 237413 - PACKAGED AIR-COOLED ROOFTOP HEAT PUMP OUTDOOR AIR UNIT WITH TOTAL ENERGY WHEEL AND MODULATING HGR**
- A. Paragraph 1.5 Information Submittals, Add the following subparagraph 1.5.B: Seismic Qualification Data: Certificates, for RTUs, accessories, and components, from manufacturer.**
- 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.**
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.**
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.**
 - 4. Restraint of internal components, including fans, coils, and refrigeration components.**
- B. Paragraph 2.3 Acceptable Manufacturers, Subparagraph B: The following manufacturers are approved substitutions, subject to compliance with the Drawings and Specifications: units manufactured by AAON and Daikin. Approved substitution manufacturers shall pay particular attention to the requirements for controls interface and interoperability with the District's Siemens Building Automation System (BAS) as provided by Controls Management Inc. (CMI), factory wired sensors to terminal strips for BAS interface, and distance between coils for sensor mounting. Approved substitution vendors shall coordinate interface and interoperability requirements for their specific equipment with Mr. Ed Reamer with CMI prior to bid. Mr. Reamer may be reached at 803-351-0895 or at edr@controlmanagement.com.**
- C. Paragraph 2.5 Cabinet:**
- 1. Subparagraph 2.5.A: 1-inch thick double wall panel construction is acceptable.**
 - 2. Subparagraph 2.5.B: 2-inch-thick polyisocyanurate foam metal encapsulated with no exposed edges and an initial R-value of 7.5 per inch thickness is acceptable.**
 - 3. Subparagraph 2.5.C: 1-inch thick polyisocyanurate foam is acceptable.**
 - 4. Subparagraph 2.5.F, last sentence, change 1000 hours to 2,500 hours.**
 - 5. Subparagraph 2.5.G, second sentence: G-90 galvanized steel liners are acceptable.**

D. Paragraph 2.14 Outdoor Air Energy Recovery, subparagraph A: Polymer wheels with silica gel permanently bonded to the wheel is acceptable.

ITEM 2.2 SECTION 237414 – PACKAGED ROOF MOUNTED HEAT PUMPS

A. Add the following subparagraphs 1.6 and 1.7:

“1.6 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.
 - 1. Factory selection calculations for each antimicrobial ultraviolet lamp installation.
- B. Delegated-Design Submittal: For RTU supports indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Design Calculations: Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
 - 2. Detail mounting, securing, and flashing of roof curb to roof structure. Indicate coordinating requirements with roof membrane system.
 - 3. Wind and Seismic Restraint Details: Detail fabrication and attachment of wind and seismic restraints and snubbers. Show anchorage details and indicate quantity, diameter, and depth of penetration of anchors.

1.6 INFORMATIONAL SUBMITTALS

- C. Coordination Drawings: Plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Structural members to which RTUs will be attached.
 - 2. Roof openings.
 - 3. Roof curbs and flashing.
- D. Product Certificates: Submit certification that specified equipment will withstand wind forces identified in "Performance Requirements" Article and in Section 230548 "Vibration and Seismic Controls for HVAC."
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculations.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of wind force and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- E. Seismic Qualification Data: Certificates, for RTUs, accessories, and components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 4. Restraint of internal components, including fans, coils, and refrigeration components.
- F. Field quality-control reports.”

B. Paragraph 2.1 Packaged Heat Pump Units:

1. **Revise Subparagraph 2.1.A.1 Substitutions as follows: The following manufacturers are approved substitutions, subject to compliance with the Drawings and Specifications: units manufactured by AAON and Daikin. Approved substitution manufacturers shall pay particular attention to the requirements for controls interface and interoperability with the District’s Siemens Building Automation System (BAS) as provided by Controls Management Inc. (CMI). Approved substitution vendors shall coordinate interface and interoperability requirements for their specific equipment with Mr. Ed Reamer with CMI prior to bid. Mr. Reamer may be reached at 803-351-0895 or at edr@controlmanagement.com.**
2. **Add the following subparagraph 2.1.G.4: Coil Coating for condenser coil: Provide a flexible epoxy polymer “e-coat” uniformly applied to all coil surface areas with no material bridging between fins. The coating process will ensure complete coil encapsulation and a uniform dry film thickness of 1.2 mills on all surface areas including fin edges and meet 5b rating cross hatched adhesion per ASTM B3359- 93. Corrosion durability will be confirmed through testing with no less than 6,000 hours salt spray resistance per ASTM B117-90 using scribed aluminum test coupons.**

QUESTIONS

ITEM 3.1 “Yesterday on our walk through @ Drayton School I noticed that the majority of the units are installed on a "concrete T system " roof. The only part of the School that I know of that has metal decking is the newer section in the back (I think is the Kindergarten area) which has 5 roof top units that I see. To the best of my knowledge all the rest are on the concrete " T System " roof and the existing units are bolted down to the concrete. Also the deck under the existing units is solid except for the openings allowing the duct work to drop down from the units above. The detail showing how to attach the curbs to the existing structural system only addresses attaching to metal decking and has angle iron

added for attaching to. The concrete roof system would not require angle for attaching the new curb to, correct? The new curbs would only require bolting to the concrete structure, correct?" Answer: The specifications require the seismic and wind restraint systems to be designed by delegated design. The seismic and wind restraint engineer, working for the Contractor, will need to determine the most appropriate way to anchor the new curbs and units based on the roof structure and substrate that exists at each unit and the seismic and wind restraint design criteria shown on the drawings and required in the specifications and detail those requirements in their submittals and shop drawings.

END OF ADDENDUM No. 1

**CHARLESTON COUNTY SCHOOL DISTRICT
DRAYTON HALL ES
HVAC UPGRADE PACKAGE**

**PRE-BID CONFERENCE MINUTES
Tuesday, March 6, 2018
2:00 p.m.**

AGENDA

I. INTRODUCTIONS

See Sign In Sheet

II. PROJECT START-UP

1. Notice to Proceed – March 26, 2018 for Equipment purchase and Submittals.
2. Mobilization – June 7, 2018
3. Submittals - Send one submittal package. Verify submittals are complete & accurate prior to sending for approval.
4. Site Conditions:
Site Visit: March 6 @ 4:00 PM

III. PROJECT COMMUNICATIONS

1. General
2. Requests for Information (RFI)
 - ✓ E-mail to Dennis Knight, HVAC Engineer at dknight@wholebuildingsystems.com, with cc: to Atlantic South's Kyle Taylor (ktaylor@atlanticsouthconsulting.com) and Cumming's Shane Lee (slee@ccorpusa.com) and Teresa Davis (tdavis@ccorpusa.com).

IV. CONTRACT / GENERAL CONDITIONS

V. PROJECT SCHEDULE

1. Construction Schedule – First day site will be available is June 7, 2018.
2. Working Hours - Site will be available 24/7, 7 Days a week.
3. Substantial Completion – August 5, 2018 (132 days from NTP)

VI. SUBMITTALS

1. Shop Drawings and Samples - Refer to Specification Section 013300 Submittal Procedures.
2. Payment Applications: Contractor is to submit a Draft copies by the 25th of the month, and Final copies by the 30th and will be paid by the 15th of the following month.
3. Project Close-out and Record Documents - submit one package (3 copies). We will not accept partial closeouts.

VII. GENERAL INFORMATION

VIII. DISCUSSION

- Scope of work – See SOW on separate sheet.
- Builder's Risk Policy - §16.1.8 The Contractor is required to provide a Builder's Risk policy. Contractor shall submit proof of such insurance prior to the start of work on site (AIA232-2009, page 52).

Drayton Hall ES – HVAC Scope of Work

The following scope of work (and/or special conditions) is considered a part of the bid requirements for this project. All terms and conditions as outlined in the project plans, specifications and amendments shall apply.

- A. The HVAC Scope of work includes, but is not limited to, Remove existing roof mounted HVAC units and exhaust fans complete (unit, curb, equipment rails, supports, power supply, controls, condensate drains, roofing around unit, etc.) and provide and install new roof mounted HVAC units and exhaust fans complete (unit, full perimeter seismic and wind rated curb, seismic and wind restraints connected to existing structure and new units, supports, power supply, controls, condensate drain, roofing around unit, etc.), connect and seal duct to adapter curbs, and supply and return air ducts, and Test, Adjust and Balance (TAB) entire new equipment and existing air distribution systems. Remove existing electric water heaters and replace with new water heaters of matching size. Provide all work as more fully described and defined in the Drawings and Project Manual.
- B. Contractor shall maintain the construction entrances. This shall include (but not necessarily be limited to) grading, filling of ruts and potholes, and maintaining proper drainage. Maintenance of entry gates shall also be the contractor's responsibility. Adjacent public streets, sidewalks, curbs, and parking lots shall be swept, scraped, washed and kept clean daily (more often as necessary) throughout all operations.
- C. Contractor to schedule his work in accordance with all noise ordinances per the authority having jurisdiction.
- D. The Fire Alarm contractor shall contract directly with the general contractor in lieu of with the mechanical or any other subcontractor. Pricing for this work will be included as an allowance. Refer to Section 012100 - Allowances.
- E. The Energy Management System contractor shall contract directly with the general contractor in lieu of with the mechanical or any other subcontractor. Pricing for this work will be included as an allowance. Refer to Section 012100 - Allowances.

CCSD - DRAYTON HALL ELEMENTARY SCHOOL – HVAC UPGRADE PACKAGE

SECTION 012100

ALLOWANCES

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including AIA Documents A132 and A232, as amended, General and Supplementary conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative procedural requirements governing handling and processing allowances.
 - 1. Selected materials and equipment, and in some cases, their allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order.
- B. Types of allowances required include the following:

1. HVAC General Contingency Allowance	\$ 35,000.00
2. HVAC Energy Management Allowance	\$432,000.00
3. HVAC Fire Alarm Allowance	\$ 36,000.00
- C. Procedures for submitting and handling Change Orders are included in Section 0012600 "Contract Modification Procedures" and Article 7 of the AIA A232 General Conditions of the Contract for Construction.
- D. Inclusion of unit prices is explained in Section 012200 "Unit Prices".

1.3 SELECTION AND PURCHASE

- A. At earliest feasible date after Contract award, advise Program Manager of date when final selection and purchase of each product or system described by allowance must be completed in order to avoid delay in performance of Work.
 - 1. When requested by Program Manager, obtain proposals for each allowance for use in making final selections; include recommendations that are relevant to performance of Work.
 - 2. Purchase products and systems as selected from designated supplier.
- B. Costs Included in Allowances: Cost of product to Contractor or Subcontractor, delivery to site and applicable taxes (less applicable trade discounts), product handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage, and labor for installation and finishing,

ALLOWANCES

012100

CCSD - DRAYTON HALL ELEMENTARY SCHOOL – HVAC UPGRADE PACKAGE

SECTION 012100

ALLOWANCES

unless specifically stated otherwise in allowance for particular product. Cost shall also include overhead (including, but not limited to, field and home office overhead, insurance, bonds, labor burden, etc.) and profit associated with each item.

- D. Program Manager (in consultation with the Architect) Responsibilities:
1. Consult with Contractor in consideration and selection of products, suppliers and installers.
 2. Select products in consultation with Owner and transmit to Contractor.
 3. Prepare Change Order, if an increase or decrease in price exists from the listed allowance amount.
- E. Contractor Responsibilities:
1. Assist Program Manager in selection of products, suppliers and installers.
 2. Obtain proposals from suppliers and installers and offer recommendations.
 3. On notification of selection by Program Manager, execute purchase agreement with designated supplier and installer.
 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in form specified for Submittals.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to site for use in fulfillment of each allowance.

1.5 UNUSED MATERIALS

- A. Return unused materials to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
- B. When not economically feasible to return unused material for credit and when requested by Program Manager, prepare unused material for Owner's storage, and deliver to Owner's storage space as directed. Otherwise, disposal of excess material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

ALLOWANCES

012100

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CCSD - DRAYTON HALL ELEMENTARY SCHOOL – HVAC UPGRADE PACKAGE

SECTION 012100

ALLOWANCES

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect product covered by allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and installation for each allowance with related construction to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.3 SCHEDULE OF ALLOWANCES

1	HVAC General Contingency Allowance	\$ 35,000.00
2	HVAC Energy Management Allowance	\$432,000.00
3	HVAC Fire Alarm Allowance	\$ 36,000.00

END OF SECTION

SECTION 012300

ALTERNATES

PART 1 – GENERAL

1. SECTION INCLUDES

- A. Description of alternates.
- B. Procedures for pricing alternates.

2. RELATED DOCUMENTS

- A. Documents affecting work of this Section include, but are not necessarily limited to, AIA Documents A132 and A232, as amended, General Conditions, Supplementary Conditions, and all applicable Sections in Division 1 of these Specifications.
- B. Document 00 21 13 – Instructions to Bidders: Instructions for preparation of pricing for alternatives.

3. PROCEDURES

- A. Provide alternative bids to be added to or deducted from the amount of the Base Bid if the corresponding change in scope is accepted by the Owner.
- B. Include within the alternative bid prices all costs, including materials, submittals, installation, overhead, profit and fees to provide a complete, operable and finished system.
- C. Show the proposed alternative amounts opposite their proper description of the Bid Form.
- D. Refer to Plans and Subparagraph 1.05 of this specification for a description of alternates.
- E. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner – Contractor Agreement. The Owner may accept any and all Alternates in any order or combination, and will determine the low bidder on the basis of the sum of the Base Bid and the Alternate(s) accepted.
- F. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

SECTION 012300

ALTERNATES

4. SCHEDULE OF ALTERNATES

A. All Alternates / Bid options are clearly shown on the drawings. Bids should be submitted as follows:

1. ALTERNATE NUMBER ONE: Daikin HVAC Unit with controls
 - a) BASE BID: Trane is the Basis of Design and preferred unit.
 - b) ALTERNATE NUMBER 1A: Substitute Daikin units in lieu of Trane units. Cost of Alternate 1A to include all work required for Daikin units.
 - c) ALTERNATE NUMBER 1B: Cost of Alternate 1B to include all controls/raceways necessary for CMI to control Daikin units.

2. ALTERNATE NUMBER TWO: AAON HVAC Unit with controls
 - a) BASE BID: Trane is the Basis of Design and preferred unit.
 - b) ALTERNATE NO. 2A: Substitute AAON units in lieu of Trane units. Cost of Alternate 2A to include all work required for AAON units.
 - c) ALTERNATE NO. 2B: Cost of Alternate 2B to include all controls/raceways necessary for CMI to control AAON units.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

ALTERNATES

012300

2



**INVITATION FOR BIDS/BID FORM
SECTION 000116**

Solicitation Number	18-CMG-B-002
Date Issued	March 8, 2018
Procurement Official	Raymond Jenkins
Phone E-Mail	843-566-8826
Address	raymond_jenkins@charleston.k12.sc.us

DESCRIPTION: CCSD - DRAYTON HALL ELEMENTARY SCHOOL – HVAC UPGRADE PACKAGE

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

SUBMIT OFFER BY: March 14, 2018 @ 3:00 P.M.

QUESTIONS MUST BE RECEIVED BY: March 8, 2018 @ 12:00 P.M EDT via above e-mail

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and One (1) copy (marked 'copy')**

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

SUBMIT YOUR SEALED OFFER TO:

Construction Procurement Services c/o
Cumming Construction Management, Inc.
3820 Faber Place Drive, Suite 600 North
Charleston SC 29405

See "Submitting Your Offer" provision

<p>CONFERENCE TYPE: Pre-Bid Conference DATE & TIME: March 6, 2018 @ 2:00 P.M. As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions</p>	<p>LOCATION: Cumming Construction Management, Inc. 3820 Faber Place Dr., Suite 600 North Charleston, SC 29405</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted at the Physical Address stated above on March 15, 2018. The award, this solicitation, and any amendments will be posted at the following web address: www.ccsdschools.com</p>
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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.

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

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

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

<p>TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small></p>	<p>SOUTH CAROLINA GENERAL CONTRACTOR LICENSE NO.</p>
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PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code</td> <td style="width: 25%;">Number</td> <td style="width: 25%;">Extension</td> <td style="width: 35%;">Facsimile</td> </tr> </table>	Area Code	Number	Extension	Facsimile
Area Code	Number	Extension	Facsimile		
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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	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.								
See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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Solicitation Outline

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

I. Scope of Solicitation

Sealed bids for DRAYTON HALL ELEMENTARY SCHOOL HVAC UPGRADE PACKAGE (Solicitation No. 18-CMG-B-002) will be received from General Contractors properly licensed under the laws of the State of South Carolina, opened and read aloud by the Owner in the office of Cumming Construction Management, Inc., 3820 Faber Place Drive, Suite 600, N. Charleston, SC 29405, on **March 14, 2018 @ 3:00 p.m.** Bids received after 3:00 PM will be rejected and returned to the Bidder unopened.

The name of the project is: Drayton Hall Elementary School HVAC Upgrade Package

Address: 3183 Ashley River Road
Charleston, SC 29414

The Owner is: Charleston County School District
3999 Bridge View Drive
North Charleston, South Carolina 29405

The Program Manager is: Cumming Construction Management, Inc.
& Atlantic South Consulting Services
3820 Faber Place Drive, Suite 600
N. Charleston, South Carolina 29405
Telephone: (843) 203-2900 or (843) 580-9010
FAX: (843) 760.6880

Project Manager: Kyle Taylor

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 with 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 labeled 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. The Solicitation may be amended at any time prior to opening. **It is solely the responsibility of the Offeror to ensure that it has received all pre-bid addenda. Failure to acknowledge each pre-bid addendum may render the Offer nonresponsive.** All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office/construction (business services/contracts and 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. Addenda notifications are sent via email from the mail account of "addendaNotification@dpibidroom.com" and could be flagged as spam by your company network firewall. Bidder / Offeror shall be responsible for the following: To prevent not receiving timely notification of these addenda, please contact your company Information Technology Manager and ask that he "white list" the domain of dpibidroom.com to prevent emails from being captured.

AWARD NOTIFICATION Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. 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.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting 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.** Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

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

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 BIDS AND/OR ERRORS All prices, entries and notations should be printed in ink or typewritten on the forms provided herein. Any change to the bid information including, but not limited to, changes to bid pricing or correction of errors or information must be made by crossing out the original entry, entering the change or correction on the bid form or appropriate attachment, and initialing same. Any alteration of the Offer must be made on the bid form or attachments provided herein and must be initialed by the person signing the bid. Any other alterations may result in the Offer being deemed nonresponsive. (Alterations are not allowed elsewhere in the solicitation, on the face of the envelope submitting the Offer, or otherwise.)

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

NO PROPOSAL REPLY: Any contractor electing to submit no proposal in response to this IFB may do so by sending a letter of “no reply” to the procurement Officer. Entities not replying in any way to three (3) consecutive IFB’s from a government body may be placed in an inactive status and must then reapply to the active bidders list.

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) 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.

(c) 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 11-351810. 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.

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.

WITHDRAWAL OR CORRECTION OF OFFER AFTER BID OPENING 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. Correction or withdrawal of bids are only allowed pursuant to the express terms of the CCSD Procurement Code as determined by CCSD.

NOTICES All contact should be directed to Raymond Jenkins, Procurement Services Supervisor. No company should contact District staff directly. All questions should be submitted to Raymond Jenkins prior to the deadline for receipt of questions via Email Raymond_jenkins@charleston.k12.sc.us with copy to Kyle Taylor @ ktaylor@atlanticsouthconsulting.com. Answers to any questions submitted will be sent to all companies via solicitation amendment.

B. Special Instructions

Conference – Pre-Bid

Pre-Bid/Proposal Conference Date and Time:

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

A Pre-Bid Conference will be held on March 6, 2018 @ 2:00 pm at Cumming Construction Management, Inc., 3820 Faber Place Drive, Suite 600, North Charleston, SC 29405. The Pre-Bid Conference is intended to answer any questions relating to instructions to the bidder, project scope of work, etc. All prospective Offerors are strongly urged to attend this conference.

1. Schedule and Activities

Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. A milestone schedule is included in the documents. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

Issue of Bid Documents
Pre-Bid Conference

February 27, 2018
March 6, 2018

Deadline for Receipt of Questions	<u>March 8, 2018</u>
Public Opening of Bid	<u>March 14, 2018</u>
Posting of Intent to Award	<u>March 15, 2018</u>
Notice To Proceed	<u>March 26, 2018</u>
Contract Start for Equipment Purchase & Submittals	<u>March 26, 2018</u>
Contract Start for Installation	<u>June 7, 2018</u>
Substantial Completion (<u>132</u> Calendar Days from Notice to Proceed)	<u>August 5, 2018</u>
Final Completion (<u>7</u> Calendar Days After Substantial Complete)	<u>August 12, 2018</u>

2. CCSD Board of Trustees approval required: any award is subject to prior approval by the CCSD Board of Trustees.
3. The successful bidder will be required to furnish Performance Bond and Labor and Materials Bond in the amount of one hundred percent (100%) of the Contract Amount.
4. 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 for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.
5. **PROTEST**
Any protest must be addressed to the Director Contracts and Procurement Services, and submitted in writing (a) by email to wayne_wilcher@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.

III. Scope of Work / Specifications

The Owner has retained the services of a Program Manager to represent the Owner's interest during the construction of the work.

Scope of Work includes, but is not limited to,

The Scope of work includes, but is not limited to,

- A. *The HVAC Scope of work includes, but is not limited to, Remove existing roof mounted HVAC units and exhaust fans complete (unit, curb, equipment rails, supports, power supply, controls, condensate drains, roofing around unit, etc.) and provide and install new roof mounted HVAC units and exhaust fans complete (unit, full perimeter seismic and wind rated curb, seismic and wind restraints connected to existing structure and new units, supports, power supply, controls, condensate drain, roofing around unit, etc.), connect and seal duct to adapter curbs, and supply and return air ducts, and Test, Adjust and Balance (TAB) entire new equipment and existing air distribution systems. Remove existing electric water heaters and replace with new water heaters of matching size. Provide all work as more fully described and defined in the Drawings and Project Manual.*
- B. *Contractor shall maintain the construction entrances. This shall include (but not necessarily be limited to) grading, filling of ruts and potholes, and maintaining proper drainage. Maintenance of entry gates shall also be the contractor's responsibility. Adjacent public streets, sidewalks, curbs, and parking lots shall be swept, scraped, washed and kept clean daily (more often as necessary) throughout all operations.*
- C. *Contractor to schedule his work in accordance with all noise ordinances per the authority having jurisdiction.*
- D. *The Fire Alarm contractor shall contract directly with the Owner. Pricing for this work will be included as an allowance. Refer to Section 012100 - Allowances.*
- E. *The Energy Management System contractor shall contract directly with the general contractor in lieu of with the mechanical or any other subcontractor. Pricing for this work will be included as an allowance. Refer to Section 012100 - Allowances.*

INSTALLATION:

The first day the contractor will have access to the site will be June 7, 2018 and Substantial Completion by August 5, 2018.

PERMITS AND LICENSES:

The Contractor shall obtain and pay for applicable licenses and fees.

Contractor must have valid South Carolina Contractors License.

The contractor or sub-contractor performing this work must have all required licenses, both State of South Carolina and Federal, prior to start of work.

BID BOND: BID BOND in the amount of 5% of the bid is required.

LIENS AND INCUMBRANCES:

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

NON ARBITRATION:

Disputes pertaining to this contract are not eligible for solution through arbitration procedures.

QUALITY ASSURANCE:

Protection of District Property:

The Contractor shall protect from damage due to his work, methods, procedures and workmen, the District's property including building surfaces, finishes, systems, equipment, furniture, supplies, and other components. The Contractor shall repair or cause to be repaired damage to District property.

Products and Materials:

The Contractor shall use materials and products in the work which are new and of top quality. The Contractor shall assume full responsibility for protection, storage, safety and damage to stored and installed materials until Substantial Completion.

Qualifications of Work Persons:

The Contractor shall use skilled work persons who are thoroughly trained and experienced in the necessary crafts and trades.

Workmanship:

The Contractor shall cause the parts to be securely anchored, bonded, joined and secured together, the installation to be done in a workman-like manner in accordance with the best recognized practices, and the working parts to be adjusted and left in perfect working order.

Corrections in the Work:

The Contractor shall replace work rejected by the District as defective or as non-conforming within 10 days from written notice of rejection at no cost to the District.

PROJECT COORDINATION:

The Contractor shall verify field measurements before ordering materials and prefabricated items. The Contractor shall coordinate the work of all trades and schedule the timing so as not to cause delays to any phase of construction. The Contractor shall plan the work to minimize the disruption of District operations. The Contractor shall cooperate with reasonable scheduling requirements of the District.

School may be in session during the construction, and the contractor shall coordinate with the District to avoid disruption of the school activities.

SAFETY:

The Contractor shall provide safety barricades, fences, temporary walks, and signals in compliance with legal requirements, police regulations, and/or as requested by Charleston County School District at no additional cost.

CLEANING:

The Contractor shall clean up job site as frequently as necessary, but no less than, on a daily basis. Upon Substantial Completion, the Contractor shall clean the job site of all debris, miscellaneous construction materials, trash and unused materials. The Contractor shall remove and legally dispose of all debris.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROL:

Utilities:

Contractor's use of Owner's utilities shall be paid for by the contractor.

Sanitary Facilities:

Provide and maintain, in sanitary condition, enclosed weather tight chemical toilets for use of construction personnel. Installation shall be in accord with applicable codes and of authorities having jurisdiction. Upon completion of the work, toilets and appurtenance shall be removed, leaving premises in satisfactory condition as approved by the owner.

NOTE: Under no circumstances will workmen be allowed to use any student's or teacher's toilet facility within the facility.

Barricades and Fencing:

Provide and maintain safety barricades, fences with windscreens, temporary walks, bracing and shoring and signals in compliance with local requirements, police regulations and as necessary to separate non-project persons from construction areas.

WARRANTY:

All products and services shall carry, after proper completion, and under normal use, a one (1) year warranty against all defects in materials and workmanship unless noted otherwise in the individual Specifications.

TERMINATION OF AGREEMENT

The District may terminate this agreement in whole or in part at any time, upon written notification to the successful bidder, for any reason at District's convenience. The District may terminate this agreement in whole or in part at any time upon written notification to successful bidder for any default involving:

(A) Failure to develop or deliver products and/or render the services within the schedule requirements of the District or the District's Designee.

(B) Successful bidder's failure to make progress reasonably satisfactory to the District, in the performance of its obligations under this Agreement. With respect to any such default, District's right to terminate shall be conditioned upon successful bidder's failure within ten (10) days after District's notification to provide a remedy satisfactory to District to cure failure of non-compliance.

(C) In the event successful bidder becomes the subject of any proceedings under State or Federal Law for the relief of debtors or otherwise becomes insolvent, bankrupt or makes assignments for the benefit of creditors.

IV. Information for Offerors to Submit

Bids are to be submitted on the Bid Form provided *accompanied by the Attachments contained herein and described below pursuant to the terms of this solicitation*; enclosed in a sealed, opaque envelope bearing the name and address of the bidder, CCSD Identification Number/Solicitation Number of contract being bid, the name of project and the offerors South Carolina General Contractor License Number. All Bids must comply with the laws of the State of South Carolina. Indicate your company name on each page of the Bid Form.

Complete and Submit attachments B, C, D, E, F and G with the bid. Complete and submit attachments E and G as applicable. Offeror must list subcontractors identified in the table appearing on Attachment B. Instructions for subcontractor listings appear on that page. Failure to properly comply with subcontractor listing requirements may render the Offeror nonresponsive and/or nonresponsible. The SWMBE information required in attachments C, D, and F will be required to be submitted by 11:00 a.m. the following day of Bid Opening along with the bid verification.

Submit resumes of the Superintendent and Project Manager assigned to this project with the bid.

V. Qualifications

PROPOSER'S QUALIFICATIONS Bids shall be considered only 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, ability, experience, to render prompt and satisfactory service in the volume called for under this contract.

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, CCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of 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.

Before a submittal is considered for award, the bidder may be requested by the Procurement Official to submit completed form SE-350 as to his/her previous experience in performing similar or comparable work and of his/her business and technical organization and financial resources.

VI. Award Criteria

The District intends to award a contract to the contractor whose offer, conforming to the solicitation, is the most advantageous on the basis for all products, services and requirements contained herein.

In all cases, the District will be the sole judge as to whether a vendor's bid has or has not satisfactorily met the requirement of this bid.

Award will be made to the lowest responsive, responsible bidder who submits a responsive bid which is most advantageous to the Charleston County School District.

VII. Terms and Conditions A. General

Charleston County School District reserves the right to make the final determination as to the bidder's 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 the Procurement Officer.

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.

DISCOUNT FOR PROMPT PAYMENT:

- a) Discounts for prompt payment will not be considered in the evaluation of Offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.
- b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal Holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

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

EQUAL OPPORTUNITY Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60741.5(a), which are hereby incorporated by reference.

ILLEGAL IMMIGRATION By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal

Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or subsubcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

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.

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

NON-INDEMNIFICATION Any term or condition is void to the extent it requires CCSD to indemnify anyone.

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

PAYMENT CCSD shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this Contract, including the purchase order, payment shall not be made on partial deliveries accepted by CCSD.

Unless the purchase order specified another method of payment, payment will be made by check.

Payment and interest shall be made in accordance with S.C. code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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.

PURCHASE ORDER A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

SETOFF CCSD shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to CCSD's option to withhold for the purposes of set-off any moneys due to the Contractor under this Contract up to any amounts due and owing to the CCSD with regard to this Contract, any other contract with any CCSD department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the CCSD for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES: This is not a tax exempt project.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or

otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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

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

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.

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.

INSURANCE The Contractor (or Subcontractor, or anyone directly or indirectly employed by any of them) will provide and maintain, as a minimum or greater, if required by law, the following types and amounts of insurance:

1. Commercial General Liability: Contractor must provide Commercial General Liability insurance using the 1993 ISO Occurrence For (CG 00 01 10/93) or an equivalent form. The Commercial General Liability insurance must include coverage for premises-operations, independent contractors, products-completed operations, personal injury and contractual liability. The contractual liability must include the tort liability of another assumed in a business contract. The Contractor or his agent shall verify that there is no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage. This insurance shall be maintained throughout the duration of the project and for a minimum of one year after final payment as provided for in Article 9.10. Limits shall be as follows:

Each Occurrence Limit	
Bodily Injury/Property Damage Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

2. The General Aggregate Limit is to be written on a "per project" basis using contractor's per project endorsement Amendment-Aggregate Limits of Insurance (CG2503) The Project/Completed Operations Aggregate Limit must be at least \$2,000,000 or written confirmation provided that the Commercial Umbrella coverage includes liability coverage for damage to the insured's completed work equivalent to that provided under the CG 00 01 10/93 coverage form.

3. The Owner is to be named as an additional insured in the Contractor's policy with respect to this project using the ISO Additional Insured-Owners, Contractors endorsement (CG 20 10) or a substitute providing equivalent coverage. Verification of additional insured status shall be furnished to the Owner by mailing a copy of the endorsement or Certificate of Insurance.

4. Insurance for all owned, non-owned and hired vehicles on ISO form CA 00 01 12/4. This insurance will apply as primary insurance with respect to any other insurance or self-insurance the Owner may have or elect to carry with respect to this Project.

5. Comprehensive Automobile Liability Insurance: Contractor must provide and maintain business auto liability 90 or equivalent coverage form with the following limits;

Combined Single Limit	\$1,000,000 per accident (or equivalent "split limits" satisfying Umbrella Excess Liability requirements.
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If necessary, the policy shall be indorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of the ISO CA 00 01 form.

6. Workers Compensation: Contractor shall provide and maintain workers compensation and employers liability insurance providing coverage in South Carolina. Limits and coverage shall be as follows;

Workers Compensation Insurance	SC statutory benefits
Employers Liability Insurance	\$500,000 each accident
	\$1,000,000 policy limit
	\$500,000 each employee

If the project involves work which may be subject to the US Longshore and Harborworkers Act (USL&HW), or which may involve watercraft, Contractor will attach the respective endorsements to provide this coverage. USL&HW (WC 00 01 06 A) and maritime Coverage (WC 00 02 01 A).

7. Umbrella Excess Liability: Contractor shall provide umbrella excess liability insurance on an “occurrence” basis providing “following form” coverage for the underlying coverages outlined above with the following limits:

Excess Liability (Umbrella Form)	
General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

8. 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.

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

CONTRACTOR 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.

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

NON-APPROPRIATIONS Any purchase order 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 purchase order 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 vendor 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 vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

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 Indemnitee.

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.

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.

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.

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.

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.

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.

SWMBE PARTICIPATION Charleston County School District encourages SWMBE businesses to participate in the Bid process. It is the intent of the Charleston County School District to provide equal opportunity to small, minority, and woman-owned businesses in every aspect of procurement. 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 proposal.

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.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to

Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

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.

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.

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

LIQUIDATED DAMAGES If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, daily amounts of **\$500.00** commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. If the Contractor fails to obtain Final Completion with 100% of the punchlist completed within thirty days from the date of Substantial Completion, the Owner shall be entitled to retain or recover from the Contractor as liquidated damages the amount of **\$750.00** per calendar day from the thirty-first day following the date of Substantial Completion until completion of the punchlist and until a Final Completion Certificate is obtained, regardless of how the punchlist is completed.

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

MINORITY BUSINESS ENTERPRISE (MBE) PLAN

Statement of Policy

It is the policy of the Charleston County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of CCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Charleston County School District will comply with this CCSD policy.

MBE Designated Procurement Plan

The regulations and procedures for implementation of this program are outlined in the procurement code approved by the Board of Trustees. The Charleston County School District will establish goals that include expending, with Minority Business Enterprises certified by the Office of Small and Minority Business Assistance and non-certified Minority business Enterprises, an amount equal to twenty percent (20%) of the District's controllable dollars expended (with the exclusion of salary, benefits, professional services, utilities and travel) for the procurement of supplies, services, Information Technology and construction. Bidders are requested to provide good faith effort in helping the District meet this goal.

MBE Subcontractor Participation

Charleston County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify MBE utilization expenditures to certified MBE subcontractors that perform a commercially useful function in the work of the contract. An MBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE has the skill and expertise and carries out its responsibility by actually performing, managing and supervising the work involved.

MBE Utilization Commitment Report

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed MBE Utilization Commitment Report (Attachment D) with the proposal submission which lists the names, addresses and contact persons of the MBE and minority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with CCSD. If the information contained in the Contractors Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

All employees involved in the execution of this contract must be of legal status and be in adherence to all Federal and South Carolina State Laws.

VIII. Bid Form

DRAYTON HALL ELEMENTARY SCHOOL HVAC UPGRADE PACKAGE

A. ALLOWANCES

1. HVAC General Contingency Allowance	\$ 35,000.00
2. HVAC Energy Management Allowance	\$432,000.00
3. HVAC Fire Alarm Allowance	\$ 36,000.00

B. BASE BID

HVAC

1. Total HVAC Base Bid <u>without</u> Allowances	\$ _____
2. Total of HVAC Allowances	<u>\$503,000.00</u>
3. Total of HVAC Base Bid <u>with</u> Allowances	\$ _____

C. ALTERNATES

Alternate #1

1. Alternate 1A – Daikin Units <u>without</u> CMI costs	\$ _____
2. Alternate 1B – CMI costs to control Daikin Units including controls/raceways	\$ _____
3. Total of Alternate 1A & 1B – Daikin Units <u>with</u> CMI Controls	\$ _____

Alternate #2

1. Alternate 2A – AAON Units <u>without</u> CMI costs	\$ _____
2. Alternate 2B – CMI costs to control AAON Units including controls/raceways	\$ _____
3. Total of Alternate 2A & 2B – AAON Units <u>with</u> CMI Controls	\$ _____

D. UNIT PRICES

<u>ITEM</u>	<u>Unit</u>	<u>COST</u>
None Required		

GC License # _____

COMPANY NAME _____

ADDRESS _____

COMPANY _____

REPRESENTATIVE BY _____

Authorized to Sign

TITLE _____

TELEPHONE _____

ADDENDA RECEIPT () Addendum #1 Date _____
(if applicable)

() Addendum #2 Date _____

The undersigned, as bidder, proposes and agrees, if this bid is accepted, to contract with Charleston County School District, in the form of contract specified, to pay all required fees and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation, and labor to complete the projects, and has bid in full and complete accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

1. The bidder further declares that he/she has examined the site of work and has become thoroughly familiar with all conditions pertaining to the work to be performed. The bidder also has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he/she has been satisfied relative to the work to be performed.
2. The bidder agrees that this Bid Proposal is valid from bid date and for a minimum of 60 days hence.
3. The bidder finally agrees that this IFB supersedes any and all previous agreements, both written and oral, and that the terms and conditions of this Agreement shall exclusively govern the agreement between the parties.
4. CHARLESTON COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT A CONTRACTOR'S BID IF THE CONTRACTOR IS CURRENTLY PERFORMING WORK FOR THE DISTRICT AND HIS CURRENT PROJECT IS BEHIND SCHEDULE.
5. Time is of the essence. By submitting a bid and signing this bid form, Contractor acknowledges that the time for completion of this project is reasonable and that it can complete this project in the time allotted. Further, Contractor acknowledges that it has notice of the liquidated damages provisions contained within Article 3.6 of the AIA A132 Standard Form of Agreement Between Owner and Contractor, Program Manager as Adviser Edition, as amended.

Company Name

Name of Authorized Rep. – Typed or Printed

Signature of Authorized Representative

Street Address

City / State / Zip Code

Date

ATTACHMENT LISTING

- A. Offeror's Checklist**
- B. List of Sub-Contractor's**
- C. Minority Participation Affidavit**
- D. MBE Utilization Commitment Form**
- E. Statement of Intent to Perform Work without Subcontracting**
- F. Certificate of Minority Business Enterprise Unavailability**
- G. Charleston County School District No Bid Form**

Attachment A

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Web site:

Review this checklist prior to submitting your proposal
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 INCLUDING A BID SUBMITTAL AS REQUIRED BY PARAGRAPH VIII OF THE INVITATION FOR BIDS!
- 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 B

LIST OF SUBCONTRACTORS

SPECIALTY	NAME
Mechanical	

Any Bidder in response to this Invitation for Bids shall list in his bid, at Attachment B List of Subcontractors, the name of only those SUBCONTRACTOR(S) that will perform the category of work so identified.

If the Bidder will use his own employees to perform any category of the work for which he would otherwise be required to list a SUBCONTRACTOR, The Bidder must be qualified to perform such work under the terms of the “Invitation for Bids”, the Contract, and South Carolina law and the Bidder shall list his company name in the appropriate place herein.

A SUBCONTRACTOR is an entity who is properly licensed pursuant to SC law that will perform work or render service to the prime contractor. Material suppliers, manufacturers and fabricators are not SUBCONTRACTORS and are not to be listed. Bidders should insure that listed subcontractors hold the proper license (both subcategory and financial level required) for the entire scope of work in their category. If the prime contractor intends to submit more than one subcontractor for a particular category listing, it must designate which portion of work each subcontractor will perform on the subcontractor listing submitted with its bid. (Ex: one listed subcontractor for BUR and another listed subcontractor for metal roofing.)

FAILURE BY THE RESPONDENT TO LIST THE NAME(S) OF SUBCONTRACTORS IN ACCORDANCE WITH THIS REQUEST MAY RENDER THE PROPOSAL NONRESPONSIVE AND/OR NONRESPONSIBLE.

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.*

Attachment D MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION COMMITMENT

Firm Name: _____

Project: _____

Bid/Proposal #: _____

Signature: _____

The bidder/proposer will utilize the following MBE firms:

Name/address/city/telephone/ of MBE Firm	Type of MBE *	Trade/service category	Dollar Value
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			

Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
		Total	\$

This MBE total is ____ % of total anticipated work
 _ % with ethnic minority firms
 _____ % with women-owned firms

MBE – Minority Business Enterprise, a business concern that is at least fifty-one percent owned and daily managed by one or more of the following citizens of the United States: B-Black/African Americans, H-Hispanic Americans, N-Native Americans (includes American Indians, Eskimos, Aleuts and Native Hawaiians), APAsian Pacific Americans, A-Asians, W-Woman citizen of the United States, regardless of race or origin. Code by type of MBE: B, H, N, AP, A, W.

NOTE: A business that presents itself as a minority business may participate in the project but may not be counted toward the MBE goal until it is a certified minority business enterprise. Certification must be obtained prior to the completion of the project. The Program Manager accepts firms that have MBE certification from the South Carolina Governor’s Office of Small and Minority Business Assistance, a Minority Supplier Development Council, a SDB certification from the U.S. Small Business Administration or others as approved.

The responding firm agrees to furnish additional information as required by Program Manager.

Attachment E

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 F

CERTIFICATE OF MINORITY BUSINESS ENTERPRISE UNAVAILABILITY

Firm Name: _____

Project: _____

Bid/Proposal #: _____

Signature: _____

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

BID TITLE:
DRAYTON HALL ELEMENTARY SCHOOL – HVAC UPGRADE PACKAGE

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

() 1. We do not wish to participate in the bid process.

() 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

() 3. We do not feel we can be competitive.

() 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

() 5. We do not wish to sell to Charleston County School District. Our objections are.....

() 6. We do not sell the items/service on which bids are requested.

() 7. Other _____

() 8. We wish to remain on the bidders’ list.

() 9. We wish to be deleted from the bidders’ list.

() 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____