

INVITATION FOR BID

Solicitation Number: B2310

Description: DISTRICT WIDE REMEDIATION AND RESTORATION SERVICES

Date: OCTOBER 14, 2022

SUBMIT QUESTIONS BY: OCTOBER 21, 2022 BY 2:00 PM

SUBMIT BID BY: NOVEMBER 10, 2022 BY 2:00 PM

NUMBER OF COPIES TO BE SUBMITTED: TWO (2) HARD COPIES - ONE (1) MARKED ORIGINAL AND ONE (1) MARKED COPY, PLUS ONE FLASH DRIVE

PROCUREMENT OFFICIAL CONTACT: Procurement Services
 Attention: Raymond Jenkins
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-8826
 Fax: 843-566-1972
 Email: raymond_jenkins@charleston.k12.sc.us

Bids are to be submitted on the Bid Form provided; enclosed in a sealed envelope with the name and address of the bidder, and solicitation number with description, clearly marked on the envelope.

ALL BIDS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND AN AGREEMENT FOR THAT COMPANY

You must submit a signed copy of this form with your offer. By submitting, you agree to be bound by the terms of the Solicitation.		
Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted on or before **11/30/22**. The award, this solicitation, and any amendments will be posted at the following website URL:
<https://www.ccsdschools.com/Page/432>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY:

Small Women Minority Business Enterprise or Entity (Please Check appropriate boxes)

- | | |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned | <input type="checkbox"/> Minority Owned Small Business Certified |
| <input type="checkbox"/> MBE – African American Owned | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> MBE – Hispanic Owned | <input type="checkbox"/> Small Business Certified |
| <input type="checkbox"/> Women Owned Small Business Certified | <input type="checkbox"/> Small Business Non-Certified |
| <input type="checkbox"/> Women Owned Small Business Non-Certified | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Owned Small Business Certified | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other _____ | |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

Solicitation Number: B2310 DISTRICT WIDE REMEDIATION AND RESTORATION SERVICES

Proposals should be sent via United States Postal Service/hand delivered or courier service to:

**Procurement Services
 Attn: Raymond Jenkins
 3999 Bridge View Drive
 North Charleston, SC 29405**

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1.0 SCHEDULE OF ACTIVITIES

EVENT	DATE
1. Issuance of Invitation for Bid (IFB)	October 14, 2022
2. Question Submission	October 21, 2022
3. BID SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	November 10, 2022
4. Award (estimate)	November 30, 2022

2.0 SCOPE OF SOLICITATION

Charleston County School District is seeking a qualified vendor(s) to perform District wide remediation/restoration services for all its existing Schools and Administration buildings per the specifications and requirements of this Invitation for Bid (IFB).

The intent of this invitation for bid is to establish a contract for a period of one (1) year with the option to renew for four (4) additional one (1) year periods. (A total of five (5) years).

3.0 INSTRUCTIONS TO BIDDERS

A. General Instructions

Only two copies of the bid is required, unless specified elsewhere herein.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the bid during the contract period.

By submission of a bid, you are committing to supply the awarded system to every school where the system is needed for the duration of the contract. Allowable price differences are restricted to changes of quantity “n” devices as indicated below.

Tie bids will be resolved as outlined in the Charleston County School District Procurement Code.

Do not include any sales taxes in the bid price shown that the District may be required to pay. This procedure is necessary by S.C. Tax Commission Sales and Use Tax Regulation 117-174.95.

The District reserves the right to reject any and all bids and to cancel the solicitation.

Unit prices will govern over extended prices unless otherwise stated in bid.

Bid prices which include all handling, packing and transportation charges.

Delivery by the contractor to a common carrier does not constitute delivery to the District. Any claim for loss or damage shall be between the contractor and the carrier.

If items have brand name and/or model number, specify same in the bid.

AMENDMENTS TO SOLICITATION

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.ccsdschools.com/Page/432>

(b) Bidders shall acknowledge receipt of any Amendment to this solicitation

(1) By signing and returning the Amendment,

(2) By letter, or

(3) By submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding 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 <https://www.ccsdschools.com/Page/257>

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

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.

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

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

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.

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

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

NOTICES All contact should be directed to **Raymond Jenkins, Procurement Supervisor**. No company should contact District staff directly. All questions should be directed in writing to Raymond Jenkins. Email raymond_jenkins@charleston.k12.sc.us . Answers to any questions submitted will be sent to all companies via solicitation amendment.

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.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

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

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the chief business official in writing of its intent to protest within seven (7) business days of the date that the award or notification of intent to award, whichever is earlier, is posted and sent in accordance with the code. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the chief business official of its intent to protest, may protest to the chief business official in the manner stated in subsection (2) within fifteen (15) days of the date award of notification of intent to award, whichever is earlier, is posted and sent in accordance with the District Procurement Code. An intent to protest and protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

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

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

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

RESPONSIVENESS / IMPROPER OFFERS

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

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

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

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

(a) After issuance of the solicitation, **you agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official.

(b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

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

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

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

Do not mark your “Cost Proposal/Bidding Schedule” Confidential.

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.

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B. Special Instructions

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.

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

GOVERNING TERMS AND CONDITIONS: Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

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

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

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.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval
- Vendor increasing contract price without approval
- Misrepresentation of the contract to any District entity

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.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES CCSD may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY -- UNKNOWN The total quantity of purchases of any individual item on the contract is not known. CCSD does not guarantee that the CCSD will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

FORCE MAJEURE: The vendor 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 vendor. 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 contract 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 vendor. If the failure to perform is caused by default of a sub vendor, and if such default arises out of causes beyond the control of both the vendor and sub vendor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub vendor were obtainable from other sources in sufficient time to permit the vendor to meet required delivery schedule.

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

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 there from, 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 hold 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 Indemnitees 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.

INSURANCE

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

Type of Insurance

Workers Compensation, Applicable Federal and Employer’s Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer’s Liability	\$100,000 per accident \$500,000 disease, policy limit \$100,000 disease, each employee

Federal Liability Insurance including completed operations and product liability covers:

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

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

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

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.

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.

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 purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror's proposal has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB destination, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the RFP. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5. Qualifications.

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

Pertaining to all audits, vendor 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 vendor shall be made available for auditing purposes at no cost to the District.

PRICES Prices under this contract are "not to exceed" prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the bid schedule certifies that the bid is accurate and binding and that all costs are shown and accurately reflects the total cost. All prices shall be stated in United States currency.

PRICE ADJUSTMENTS:

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

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

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

PRICE CERTIFICATION: I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: “an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

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.

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.

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

PUBLICITY RELEASES Vendor 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.

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.

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

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 purchase order awarded prior to this contract.

RISK OF LOSS: The vendor 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 vendor as they pertain to this solicitation/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 purchase order.

SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

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 Contracts 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.

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

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

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

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a 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. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

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

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. It is Charleston County School District's intent to contract with the successful bidder by entering into a One (1) year agreement from the date of contract execution. An option to renew for four (4) additional one (1) year periods shall be provided if agreeable by both parties.

TERM OF CONTRACT – OPTION TO RENEW At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

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

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

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

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the 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.

NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT: In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

DUE TO MALICIOUS ACTS: In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

INSOLVENCY: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

TERMINATION BY CONTRACTOR: Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

WAIVERS The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

5.0 QUALIFICATION OF OFFEROR

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] 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. S.C. Code Section 11-35-1810.

The Contractor shall be from an established company providing similar solutions for a **minimum of Five (5) years**.

QUALIFICATIONS -- REQUIRED INFORMATION: In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information) with bid or within 2 days of request by CCSD:

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) Completion of Questionnaire attachment.

6.0 BASIS OF AWARD

AWARD CRITERIA – BIDS: Award will be made to one or multiple lowest responsible and responsive bidder(s)

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

NEGOTIATIONS: The Procurement Official may elect to make an award without conducting negotiations.

Bid Evaluation

An evaluation team will be developed to review and evaluate the Bid Submissions of this solicitation to determine a bidders responsibility. The District reserves the right to request the following but is not limited to:

- a site visit of the Vendor's Shop, including a tour of the premises, storage facilities and available equipment;
- a presentation by the Vendor reviewing their processes, capabilities and financial stability. This will not be a sales pitch but an informative presentation. Vendor will be limited to in time and to bringing 2 additional people to this presentation.

- **Available Points 100**

- i. Total pricing (60 points) – The bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points by dividing the lowest price by the next lowest price.

- **Committee:**

- i. Officials of the District will conduct an evaluation of proposals submitted in response to this solicitation. In the process of evaluation by the Committee, the technical portion of the Contractor's proposal will be considered. Pricing will be calculated by formula.
- ii. During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

- **Format/Criteria:**

- Please format your proposal to follow the outline listed below. Specific criteria, which will be utilized by the committee referenced above, and the relative weight given to each are listed below.
- Total pricing (Initial contract period 12 months) 60 POINTS TOTAL The bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points by dividing the lowest price by the next

lowest price and multiplying that percentage by the available points. For example, 60 points are allocated to the price criterion for this procurement and bidder “A” submits the low offer at \$1,000,000, then bidder “A” receives 60 points ($\$1,000,000/\$1,000,000=1.00 \times 60 =60$).

- The next low offer submitted by bidder “B” is \$1,100,000, then he/she receives 54.6 points ($\$1,000,000/\$1,100,000 =.91 \times 60 = 54.6$), etc.
- **Criteria Points (60 points for lowest price)**
 - i. **Personnel**
 - 1. **Supervision** **10 points**
 - a. Qualifications of supervisors
 - b. Experience of supervisors
 - c. Amount of management, supervision, and staff committed to this contract
 - 2. **Staff** **10 points**
 - a. Qualifications
 - b. Experience
 - ii. **Equipment List** **10 points**
 - iii. **Quality Control Program** **5 points**
 - iv. **Qualifications (corporate)** **2.5 points**
 - 1. Experience
 - 2. References
 - 3. Financial stability
 - v. **Proposal format identical to this outline** **2.5 points**
- The District reserves the right to exclude any pricing it deems illogical and impractical in relation to the value of the solicitation.
- Additional Criterion - The bidders will be evaluated on a rating scale for the responsiveness of the information that is submitted. Please submit any information that may be pertinent to the above listed criteria.
- The maximum score that can be achieved is 100 points. Each evaluator will independently rate the Offers (excluding cost) submittals and score them accordingly. The scores will be averaged to determine the highest ranked Offeror.
- 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.

ACCEPTANCE OR REJECTION OF PROPOSALS

- i) The District reserves the right to reject any or all proposals when such rejection is in the best interest of the District; to reject the proposal of an Offeror who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the proposal of an Offeror who, in the opinion of the District, is not in a position to perform adequately the contract requirements.
- ii) The District reserves the right to reject any or all proposals, any part or parts of a proposal, waive any technicalities, and award any portion of or the entire contract in a manner that is in the best interest of the District.
- iii) The District reserves the right to award this bid in total according to the best interests of District. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.
- iv) Acceptance of Contractor’s proposal by the District will not constitute an agreement and shall not be binding upon the District unless and until conditions and provisions of work to be performed by successful Contractor have, at time of, or after acceptance of such proposal, been reduced to writing in a formal Agreement and executed by both District and the

successful Contractor.

- v) The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such a level of ranking as determined by the Procurement Officer.

7.0 SCOPE OF WORK/ SPECIFICATIONS

Charleston County School District is seeking Bids from qualified vendors for DISTRICT WIDE REMEDIATION AND RESTORATION SERVICES.

Licenses and Permits: During the term of the contract, the Contractor shall be responsible for obtaining and maintain in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation.

SCOPE OF SPECIFICATIONS

Remediation/restoration services provided in conformance with industry standards and conducted in a professional manner for all District schools and administration buildings. The Vendor(s) shall furnish all labor, materials, equipment, supervision, insurance and services necessary for complete remediation/restoration services at the various District sites on an as need basis. This contract covers all remediation services to include but not limit to smoke, fire, water, vandalism, and mold stemming from minor outbreaks to major disaster recovery.

DEFINITION

Remediation means the removal, cleaning, sanitizing, demolition and/or other treatments needed to regain usable status. For mold, this process shall include an application of An EPA registered mold preventative material to any contaminated matter that is not purposely grown at that location.

BID REQUIREMENTS

- A) **EMERGENCY RESPONSE** – 24 hours a day – seven days a week and 365 days a year.
- a. Normal Business Hours
 - Monday – Saturday - 8:00am – 5:00pm
 - b. Non-Business Hours
 - Monday – Saturday - 5:01pm – 7:59am
 - Sunday
 - District Approved Holidays – copy attached.
- B) **EMERGENCY CLEAN-UP SERVICES** (water, smoke, mud, vandalism, damaged construction materials, etc.)
- a. Materials/Furniture and electronics, depending on scope of work, may be:
 - Dried and cleaned on or off site
 - Packed and stored on or off site
 - b. Debris cleanup
- C) **EMERGENCY CONSTRUCTION REPAIRS** (Plumbing, Wiring, Painting, HVAC, Electrical and Etc.)
- a. Post damage board-up or glass replacement
 - b. Emergency roof cover and/or shrink wrap services
 - c. Demolition of damaged non-salvageable building materials
 - d. Temporary electrical services
 - e. Any other service necessary to stop further damage and or return the site to a useable condition as deemed necessary by the District.
- D) **EMERGENCY RESTORATION PROJECTS** - are not restricted by project value under this contract; however, no contract shall exceed the Emergency Restoration Companies bonding capacity.
- E) **MOLD REMEDIATION AND CLEAN-UP**
- a. Wipe down and sanitize materials and furniture
 - b. Demo and repair mold affected areas
 - c. Bring location to a good indoor air quality level

d. Conduct post screenings of the remediated area to ensure the mold contamination was removed.

F) **MAJOR DISASTER RECOVERY** can be the result of some form of natural disaster. In the event of a Natural Disaster (i.e. Hurricane, Tornado, Flood, etc) the awarded Vendor(s) is expected to honor the agreement under this Contract with the District first before servicing any other clients.

A District Project Coordinator shall be assigned to each job

MOLD REMEDIATION SERVICES

Vendor must be qualified and certified to remediate mold.

Vendor must have trained and experienced technicians to identify the extent and severity of mold contamination in a structure.

Vendor must support development of the mold remediation protocol with well defined objectives.

Vendor must visually inspect readily accessible areas for mold and/or conditions that may indicate the presence of mold, (“red flags”) such as musty odor and or water evidence of water penetration.

If visual inspection shows no or only one “red flag” in the area, the vendor shall perform limited sampling in the area.

If the visual inspection found multiple “red flags” in the area, the vendor shall notify the District to perform additional sampling in any and all areas.

Vendor shall send all collected samples to a qualified mold testing laboratory for evaluation. A written certified report of the results must be provided to District representatives.

Laboratory testing results shall be provided to the District within 2-5 business days from the day of sample collection.

Vendor must eradicate any and all mold present in the service areas.

Vendor must provide a containment area based on EPA guidelines from affected area. Containment area shall, at minimum, consist of 6 mil plastic and be air tight. District appointed hygienist must approve contamination area.

Vendor must possess the special equipment required for mold remediation.

Vendor pricing must include clean-up of the immediate visible mold area plus a minimum of two (2) additional feet beyond the visible affected area in every direction. This will ensure mold has been eliminated. If mold reoccurs, the vendor will be responsible for correcting the problem without additional charge to the District. Residue shall be disposed of properly.

Vendor must destroy the hospitable environments that mold tends to thrive in.

Foul air odor prevention by finding the ultimate source of unpleasant odor and eliminate or contain the source by utilization of the latest technology to either eliminate the odor or seal up the area surrounding it.

Vendor shall perform Post-Cleaning Testing to determine the success of the mold cleaning efforts in the area. Post cleaning testing shall consist of visual assessments for mold and safe for occupants to enter.

Vendor will notify District Representative/Project Manager when clean-up and repair has been completed. District Project Manager will contact hygienist to test the IAQ of the area to verify approved air quality, completion of project and relieve Vendor of further responsibility. If the hygienist does not approve the air quality, the Vendor will be responsible for all additional clean-ups and repairs to this site at no additional charge to the District until approved air quality is obtained.

An evaluation of the HVAC system by an independent HVAC Vendor must be completed prior to project completion, when required by the District.

RESPONSE TIME

Fire- Water/Smoke Remediation

Within two (2) hour of District's notification for surveying during normal business hours and three (3) hours during non-business hours. Clean-up and repair response time should be no longer than 24 hours or otherwise agreed upon by appropriate District personnel. No removal/disposal can occur until after the District has authorized removal/disposal.

Water Retraction

Within two (2) hour of District's notification for surveying during normal business hours and three (3) hours during non-business hours. Clean-up and repair response time should be no longer than 24 hours or otherwise agreed upon by appropriate District personnel. No removal/disposal can occur until after the District has authorized removal/disposal.

Mold Remediation

Within two (2) hour of District's notification for assessment during normal business hours and thee (3) hours during non-business hours. Based on assessment, cleanup response time will be agreed upon by both parties once the results have been received from the. No removal/disposal can occur until after the District has authorized removal/disposal.

VENDOR RESPONSIBILITY

Due to the nature of our business it is critical that our schools and offices are operational. Therefore, Vendor(s) will honor this contract with the District before accepting any other work. In the event of a Natural Disaster within the Charleston County area, the awarded Vendor(s) will be bound by this contract to service the District's needs to the full extent of this Contract first before entering into any other work agreement for other parties.

Vendor must be capable of handling more that one project site simultaneously.

All subcontractors hired by the vendor will be the responsibility of the Vendor. The Vendor is accountable for the actions, damages and day to day operation of its subcontractors.

Loss Mitigation work will start at once as further authorization is not necessary.

Vendor must comply with federal, state and local hauling and disposal regulations. Burning will not be permitted. Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area.

Vendor is responsible for providing their own roll-offs. It is prohibited for vendor trash to be disposed of in District dumpsters or containers.

Vendor must use traffic barricades with flashing lights where pedestrian traffic and driver safety is endangered in the area of removal work. Protect existing work which is to remain in place, to be reused or to remain on the property of the District. Repair items which are to remain and which are damaged to their original condition, or replace with new.

Vendor must provide multiple emergency telephone numbers, cellular telephone numbers and a list of multiple emergency contact personnel.

Vendor must warranty all work and materials for a one (1) year period commencing upon final approval by the District. The restoration company shall provide first class service and materials. When possible the Emergency Restoration Company shall utilize District contracts for supplies and materials (carpet, ceiling tile and etc.)

Provide documentation at the end of each job to include the name and amount of money paid to a Certified South Carolina Small, Woman Owned and Minority Business Firm. A listing of these vendors can be located on the State website <http://www.govoepp.state.sc.us/osmba>.

District will communicate with the Vendor a recovery plan to get the District/School operational as quickly as possible.

Provide a detailed breakdown description of all work completed and charged on invoice.

Minor Remediation/Restoration Services

Vendor will be on site within 24 hours of notification by District personnel unless otherwise stated.

Major Disaster Recovery

Vendor will provide a Superintendent and/or a Project Manager who will be on site within 24 hours of initial contact and unhindered access to the facility. For natural disasters such as hurricanes, tornadoes, floods, etc, contact should occur as soon as possible but access to the site may be limited due to the severity of the disaster.

Supervisors and laborers will be onsite within 24 hours after the initial inspection by the Superintendent or Project Manager.

Vendor must work in coordination with District established guidelines for disaster recovery. All policies and procedures must be followed to ensure correct, informative and accurate reporting of repairs and clean-up to assist the District in receiving available financial assistance (i.e. insurance claims, FEMA, federal assistance, etc.)

The District will work in coordination with the Vendor to protect District buildings from further damage until final repairs can be performed.

DISTRICT RESPONSIBILITY

A Project Manager and/or Contact Person shall be assigned to each job. This individual will be the sole authorizing official for any work or changes to be conducted.

Project Manager/Contact Person will contact the Vendor to provide detailed information on work needing to be performed. If needed, a site visit explaining the District's expectation may also be requested.

Project Manager shall receive from the Vendor a quote outlining the work being performed and associated cost. Unless otherwise noted Quotes are to be firm and no change orders added unless scope of work changes.

BID SUBMISSIONS

Vendor shall submit to the District the following documents along with their Official Bid Form(s):

- B) A brief description of how your team reacts to minor and major incidents to include natural disasters. This description shall be no more than three (3) pages and shall include, but is not limited to:
 - A description of your recovery plan for minor and major incidents and natural disasters. Please include details on how additional material and staff will be acquired in the event of a major disaster involving multiple buildings/locations.
 - A list of any start-up supplies, materials and equipment, along with their cost, needed for a prompt response; and,
 - The need or use of command centers
- C) A proposed FEE SCHEDULE. The Contactor must cooperate with the reasonable scheduling requirements of the District. The time clock for billable hours shall start at arrival to the District facility jobsite, which shall be at the designated time set in the agreement with the District assigned Project Manager. The time clock shall stop at the end of the workday at the District facility jobsite.

Labor - This fee schedule shall include labor cost of all labor personnel classifications. If fees differ between job size, it is the responsibility of the vendor to note such changes in the fee schedule. If the list provided on the Bid Form is not all-inclusive please write-in additional classifications.

Standard Hours:

- Labor rates above are for the first 40 hours worked for the District in a work week.

Non-standard Hours: (The District expects the successful vendor(s) to be adequately staffed to avoid overtime billings)

- work week hours over 40 hours will be 1.5 times the rates above
- major holidays will be 2.0 times the rate above.

Equipment - This fee schedule shall include daily cost of all classification of equipment chargeable. If fees differ between job size, it is the responsibility of the vendor to note such changes in the fee schedule. If the list provide on the Bid Form is not all-inclusive please write-in additional classifications.

The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is onsite to perform the work, regardless of the number of shifts on which the equipment is used during the day.

During the course of performance of the work, Vendor may add additional equipment to the schedule above at rates agreed upon by both parties. Pricing schedule shall be as comprehensive as possible

- D) Resume of Vendor's qualifications
 - List of certifications and training Vendor possesses.
- E) A copy of the Vendor's current Vendor's license/certification with appropriate notarization that the copy is, in fact, an exact copy of the original document.
- F) A list of Emergency Contact Names and their phone numbers. Minimum of three (3) names required
- G) List of personnel including their title and classification
- H) List of fleet size and equipment owned and available (please indicate separately).
- I) List of possible subcontractors. Please include name, if they are a Certified Minority Vendor, Vendor's license for the State of South Carolina, and years in operation
- J) Three (3) references from Private or other Governmental agencies of comparable size. References shall include Company/Agency name, key contact name and phone number, brief description of work performed and cost.
- K) A certificate of insurance satisfactory to the District.
- L) All bid forms

Service Guarantee

The Vendor signing the Official Bid Form(s) shall guarantee, on behalf of himself/herself and the Vendor, all services furnished under this contract shall be of a quality of workmanship normally expected in the industry and conforming to the contract requirements. When defects, errors, omissions or faulty workmanship are discovered the Vendor shall, immediately, upon notification by the District, proceed to correct such defects, errors, omissions or faulty workmanship to conform to industry standards and the requirements of the contract. Such guarantee shall survive completion, cancellation or termination of the contract.

8.0 BIDDING SCHEDULE/ COST PROPOSAL

REMEDIATION/RECOVERY SERVICES – TERM CONTRACT BID FORM

Labor: Personnel will be provided as determined by the Vendor’s initial site visit to assess damages and scope of work. For general purposes, labor shall be a maximum 6 laborers for every Supervisor and multiple supervisors for the Project Manager to oversee. The Superintendent will oversee the Project Manager and operations.

Operations Personnel Labor Rates - These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees or temporary hires employed by the Vendor. Rates stated below are per person per hours.

UNIT	CLASSIFICATION	HOURLY RATE
1 ea	On / Off Superintendent	\$ _____
1 ea	Project Manager	\$ _____
1 ea	Site Project Manager	\$ _____
1 ea	Site Supervisor	\$ _____
1 ea	Health and Safety Officer	\$ _____
1 ea	Certified Industrial Hygienist	\$ _____
1 ea	Project Accountant	\$ _____
1 ea	Restoration Supervisor	\$ _____
1 ea	Resource Coordinator	\$ _____
1 ea	Electronics Restoration Supervisor / Technician	\$ _____
1 ea	Industrial Corrosion Control Supervisor / Technician	\$ _____
1 ea	Independent HVAC Technician	\$ _____
1 ea	Skilled Carpentry or Demolition Technician	\$ _____
1 ea	Drying Technician	\$ _____
1 ea	Documents Recovery Specialist	\$ _____
1 ea	General Cleaning Laborer	\$ _____
1 ea	Clerical	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____

Attach separate sheet if more classifications need to be added

Consulting - These rates apply to personnel who have been retained to provide expert assistance for a large scale or complex job.

UNIT	CLASSIFICATION	DAILY RATE
1 ea	Technical Consultants / Engineers	\$ _____
1 ea	Project Engineer / Scientist	\$ _____
1 ea	Aircraft Pilot	\$ _____
1 ea	Accountant	\$ _____
1 ea	Attorney	\$ _____
1 ea	Legal Assistant	\$ _____
1 ea	Clerk of the works	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____
1 ea	Other:	\$ _____

Attach separate sheet if more classifications need to be added

Remediation/Recovery Services – Term Contract Bid Form

Equipment Rental

Equipment Rental Rates – These rates apply to equipment utilized in the performance of the work (whether supplied from Vendor’s inventory or is an especially purchased by Vendor for the performance of the work).

UNIT	Equipment	DAILY RATE
1 ea	Air Compressor	\$
1 ea	Air Mover / Carpet Dryer	\$
1 ea	Boroscope	\$
1 ea	Drying Fans	\$
1 sq ft	Dry out Dehumidification	\$
1 ea	EDP – Tool Set	\$
1 ea	EDP – High Pressure Sprayer	\$
1 ea	EDP – Instrumental Drying Oven	\$
1 ea	Electrical Panels	\$
1 ea	Equipment Trailer	\$
1 ea	Foamier	\$
1 ea	Fogger – Spray Mist	\$
1 ea	Fogger – Thermo-Gen	\$
1 gal	Fuel	\$
1 ea	Generator – less than 10 kilowatt	\$
1 ea	Generator – 40 KW	\$
1 ea	Generator – 145 KW	\$
1 ea	HEPA Air Filtration unit – 2000 CFM	\$
1 ea	HVAC – Air Tool Kit	\$
1 ea	HVAC – Cutting / Spray Kit	\$
1 ea	HVAC – Duct Auger	\$
1 ea	HVAC – Duct Sweeper	\$
1 ea	Hydro-Zone Generator	\$
1 ea	Hygrothermograph Recording	\$
1 ea	Lambrite – Dry Cleaning machine	\$
1 ea	LGR Dehumidifier	\$
1 ea	Lights – Quartz Demolition	\$
1 ea	Micro Manometer	\$
1 ea	Micro Manometer – Reporting	\$
1 ea	Moisture Meter (penetrating or non-penetrating)	\$
1 ea	Negative Air Machine	\$
1 ea	Ozone Generator – Model 330	\$
1 ea	Ozone Generator – Model 630	\$
1 ea	Radio – Personnel Communication	\$
1 ea	Refrigerant Dehumidification Unit – One Ton	\$
1 ea	Refrigerant Dehumidification Unit – Three Ton	\$
1 ea	Respirator	\$
1 ea	Sprayer – Industrial Airless	\$
1 ea	Supply Trailers	\$
1 ea	Thermonygrometer	\$
1 ea	Trailer – 40 ft for Storage	\$
1 ea	Trailer – 40 ft Refrigerated for Storage	\$
1 ea	Trailer – Utility (inclusive of mileage)	\$

Remediation/Recovery Services – Term Contract Bid Form

Equipment Rental Rates – Continued

UNIT	Equipment	DAILY RATE
1 ea	Truck – Box (inclusive of mileage)	\$ _____
1 ea	Passenger Truck or car (inclusive of mileage)	\$ _____
1 p/ mile	Trucking	\$ _____
1 ea	Ultrasonic Decontamination Vat 500 Watt	\$ _____
1 ea	Vacuum – Barrel	\$ _____
1 ea	Vacuum Commercial Canister	\$ _____
1 ea	Vacuum – Handheld	\$ _____
1 ea	Vacuum – HEPA	\$ _____
1 ea	Vacuum – MVII	\$ _____
1 ea	Vacuum – Upright	\$ _____
1 ea	Van – Cargo / Passenger	\$ _____
1 ea	Van with Extraction Unit	\$ _____
1 ea	Washer – High Pressure	\$ _____
1 ea	Other	\$ _____
1 ea	Other	\$ _____
1 ea	Other	\$ _____
1 ea	Other	\$ _____
1 ea	Other	\$ _____
1 ea	Other	\$ _____
1 ea	Other	\$ _____

The rental rate for any items of equipment rented by the Vendor from third party vendors specifically for use in performing the work. Contract shall show detailed proof of cost, if requested. Cost + _____%.

Travel time and mileage for personnel shall be billed to the contract at the rates in the section labor and the section Other Labor Provisions above.

Mileage will be billed at the SC State mileage rate of 53.3 cents per mile, as of 10/16/17 for passenger vehicles.

Materials: These prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from the Vendor’s inventory, shipped directly to the site from the Contactor’s sources or purchased locally by the Vendor.

UNIT	Equipment	DAILY RATE
1 gal	Anti-Microbial Sealer per gallon	\$ _____
1 m (1000)	Applicators – 6” Cotton	\$ _____
1 gal	Biocides Disinfectants	\$ _____
1 ea	Box – Book	\$ _____
1 ea	Box – Dish	\$ _____
1 ea	Box – Freeze Dry	\$ _____
1 gal	Carpet Deodorizer	\$ _____
1 ea	Cartridge – Respirator	\$ _____
1 box	Cartridge – type N95	\$ _____
1 gal	Coil Cleaner	\$ _____
1 pound	Cotton Cleaning Cloths	\$ _____
1 ea	Dry Solvent Stain Remover	\$ _____
1 ea	EDP – Corrosion Control Lubricant	\$ _____
1 ea	EDP – VCI Device	\$ _____

1 pound	Emulsifier – Powder	\$	
1 gal	Emulsifier – Liquid	\$	
1 ea	Filter – HEPA for Air Filtration Unit	\$	
1 ea	Filter – HEPA for Vacuum	\$	
1 case	Filter – Primary	\$	
1 case	Filter – Secondary	\$	
1 box	Furniture Blocks	\$	
1 box	Furniture Pads	\$	
1 can	Furniture Polish	\$	
1 gallon	Glass Cleaner	\$	
1 pair	Gloves – Cotton	\$	
1 pair	Gloves – Latex	\$	
1 pair	Gloves – Leather	\$	
1 pair	Gloves – Nimble Finger N-Dex	\$	
1 ea	Goggles	\$	
1 gallon	Lemon Oil	\$	
1 gallon	Lin Set D-1	\$	
1 gallon	Lin-Set Duct Seal	\$	
1 ea	Mop Heads	\$	
1 roll	Paper – Corrugated	\$	
1 roll	Paper – Craft	\$	
1 gallon	Pigmented Sealer	\$	
1 box	Polishing pad, Box of 20	\$	
1 roll	Polyester Fiber Material	\$	
1 roll	Polyethylene Bags – 4.6 mil	\$	
1 roll	Polyethylene Sheeting (8x200’ roll; 2-4 mil)	\$	
1 roll	Polyethylene Sheeting (20x100’ roll; 6 mil)	\$	
1 roll	Polyethylene Sheeting (20x100’; 4-6 mil) fire retardant	\$	
1 roll	Lay Flat Duct 500’	\$	
1 ea	Pump Barrel Siphon	\$	
1 ea	Restoration Sponge	\$	
1 ea	Safety Glasses	\$	
1 roll	Shrink Wrap	\$	
1 can	Stainless Steel Polish	\$	
1 sleeve	Steel Wool	\$	
1 ea	Suit – Tyvek	\$	
1 roll	Tape, Boxing	\$	
1 roll	Tape, Duct	\$	
1 roll	Tape, Masking	\$	
1 gal	Thermo Fog Spray	\$	
1 roll	Trash Bags, Disposable	\$	
1 quart	Vinyl and Leather Conditioner	\$	
1 ea	Other Materials	\$	%+Cost

**REMEDIATION/RECOVERY SERVICES – TERM CONTRACT
 CHARLESTON COUNTY SCHOOL DISTRICT
 BID FORM**

Inspection & Assessment Services (All inclusive Labor & Materials)

A	Walls	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
B	Ceilings	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
C	Floors	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
D	Foundation	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
E	Exterior Walls - Plaster	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
F	Exterior Walls - Brick	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
G	Exterior Walls - Block	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
H	Exterior Walls – Aluminum Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
I	Exterior Walls – Vinyl Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
Subtotal for Inspection & Assessment					\$ _____

Mold Screen Inspection (All inclusive Labor & Materials)

A	Walls	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
B	Ceilings	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
C	Floors	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
D	Foundation	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
E	Exterior Walls - Plaster	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
F	Exterior Walls - Brick	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
G	Exterior Walls - Block	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
H	Exterior Walls – Aluminum Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
I	Exterior Walls – Vinyl Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
Subtotal for Mold Screen Inspection					\$ _____

**REMEDIATION/RECOVERY SERVICES – TERM CONTRACT
 CHARLESTON COUNTY SCHOOL DISTRICT
 BID FORM**

Limited Mold Sampling (All Inclusive Labor & Materials)

A	Walls	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
B	Ceilings	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
C	Floors	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
D	Foundation	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
E	Exterior Walls - Plaster	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
F	Exterior Walls - Brick	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
G	Exterior Walls - Block	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
H	Exterior Walls – Aluminum Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
I	Exterior Walls – Vinyl Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
Subtotal for Limited Mold Sampling					\$ _____

Mold Remediation (All Inclusive Labor & Materials)

A	Walls	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
B	Ceilings	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
C	Floors	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
D	Foundation	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
E	Exterior Walls - Plaster	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
F	Exterior Walls - Brick	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
G	Exterior Walls - Block	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
H	Exterior Walls – Aluminum Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
I	Exterior Walls – Vinyl Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
Subtotal for Mold Remediation					\$ _____

**REMEDIATION/RECOVERY SERVICES – TERM CONTRACT
 CHARLESTON COUNTY SCHOOL DISTRICT
 BID FORM**

Mold Remediation Clearance Testing (All Inclusive Labor & Materials)

A	Walls	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
B	Ceilings	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
C	Floors	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
D	Foundation	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
E	Exterior Walls - Plaster	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
F	Exterior Walls - Brick	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
G	Exterior Walls - Block	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
H	Exterior Walls – Aluminum Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
I	Exterior Walls – Vinyl Siding	Cost per SF (Unit Price) @	\$ _____	X 10000 SF =	\$ _____
Subtotal for Mold Remediation Clearance Testing					\$ _____

Out of Scope Work by Qualified Technician

A	Regular Hours	@	\$ _____	Per hour =	\$ _____
B	Overtime Hours	@	\$ _____	Per hour =	\$ _____
C	Sunday	@	\$ _____	Per hour =	\$ _____
D	Holidays	@	\$ _____	Per hour =	\$ _____
E	Emergency Hours	@	\$ _____	Per hour =	\$ _____
Subtotal Out of Scope Work - Technician					\$ _____

Out of Scope Work by Qualified Technician Helper

A	Regular Hours	@	\$ _____	Per hour =	\$ _____
B	Overtime Hours	@	\$ _____	Per hour =	\$ _____
C	Sunday	@	\$ _____	Per hour =	\$ _____
D	Holidays	@	\$ _____	Per hour =	\$ _____
E	Emergency Hours	@	\$ _____	Per hour =	\$ _____

Subtotal Out of Scope Work – _____
 Helper \$ _____

**REMEDIATION/RECOVERY SERVICES – TERM CONTRACT
 CHARLESTON COUNTY SCHOOL DISTRICT
 BID FORM**

Out of Scope Materials Cost

A	Estimated Material Cost Plus	\$ _____	% Markup=	\$ _____
B	Contractor Cost Plus	\$ _____	% Markup=	\$ _____

Total Annual Lump Sum Bid Price _____
 \$ _____

Total Contract Price for Five Years Period _____
 \$ _____

COMPANY NAME _____

NAME and TITLE _____

Note: 9.0% tax must be added on all invoices for materials

Invoices must be broken down by labor, materials, and miscellaneous charge(s), and applicable tax.

9.0 ATTACHMENTS TO SOLICITATION

ATTACHMENT A

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

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!
- 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.**

ATTACHMENT B

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 C

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: B2310 DISTRICT WIDE REMEDIATION AND RESTORATION SERVICES

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: _____

ATTACHMENT D

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder. **Bidder shall provide references from K-12 environments if possible.**

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from similar agencies you have performed similar services for in the past one (1) year.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____