



## **Procurement Department**

2 Space Drive • Taylors, South Carolina 29687-6072 • (864) 355-1279 •

### **The School District of Greenville County**

July 22, 2021

## **Invitation for Bid The School District of Greenville County Indefinite Delivery Contract – Heating Contractor Services IFB No. 121-61-8-17**

The School District of Greenville County invites responsible Contractors to submit sealed bids to provide Heating Contractor Services to the District's Schools Facilities/Construction Department in accordance with the requirements of this solicitation.

The term "Indefinite Delivery Contract" (IDC) means a contract that does not procure or specify a defined quantity of services and that provides for the issuance of delivery orders for the performance of tasks during the period of the contract. A Heating Contractor Services IDC is a contract whereby the contractor agrees to provide heating services on an "as-needed" basis during the term of the contract.

Bids shall be submitted in accordance with the requirements of this solicitation and applicable regulations and statutes. Bidders shall address and thoroughly answer all concerns or inquiries as enumerated in this solicitation. The District requires the awarded entity or entities to perform the Scope of Work as defined within this solicitation.

Only the names of the responding bidders shall be read at the time of the public bid recording.

### **Definition of Terms**

The terms, "vendor", "contractor", "prime contractor", "firm", "offeror", "proposer", "responder", "supplier" or "bidder" may be used interchangeably and refers to the entity offering a proposal. These terms are defined as being a legal business association of one (1) or more persons existing at the time of the proposal submission. The term "Agreement" means any transaction or contractual arrangement contemplated or created as a result of, arising out of, or relating to the solicitation and subsequent award. The terms, "The School District of Greenville County", "Greenville County Schools", "Owner", "District", "SDGC", "GCSD", "GCS", "Board of Trustees" and "Board" may be used interchangeably and refer to the entity issuing the solicitation, receiving and reviewing the proposals and issuing an award. The term "Day" or "Days" refers to calendar days, unless noted otherwise.

### **Brief Description - Scope of Work**

The solicitation's Scope of Work requirements and program specifications were prepared by District's Facilities/Construction Department.

The District is interested in selecting Heating Contractors for “Indefinite Delivery Contracts” to be used on an as-needed basis. As a result of this solicitation, under the provisions for “Indefinite Delivery Contracts”, opportunities to bid on individual projects would be issued to the selected Heating Contractors to be awarded on a competitive basis per project. Projects are limited to a total expenditure of \$750,000 per Heating Contractor over a two (2) calendar year period. Individual project expenditures shall not exceed \$150,000 per Heating Contractor.

Material-only purchases or equipment-only purchases are *not* applicable to contract(s) resulting from this solicitation. Only projects which *include installation* are applicable to any contract(s) which may result from this solicitation.

The Heating IDC package is specifically tailored to work covered under Section 40-11-410 paragraphs as inserted below. This IDC includes work described as “Boiler installation”, and “Heating”.

4(o) "Boiler installation" which includes those who are qualified to install, repair, and service boilers and boiler piping including the boiler auxiliary equipment, controls, and actuated machinery and dryer rolls. To qualify for this subclassification, a person must pass a technical examination administered by the board or must be the holder of the American Society of Mechanical Engineers (ASME) "S" stamp or hold the National Board of Boiler and Pressure Vessel Inspectors (NBBPVI) "R" stamp and meet the requirements for licensure according to this chapter.

5(b) "Heating" which includes installation, replacement, alteration, and repair of heating equipment and systems in buildings which require the use of high or low pressure steam vapor or hot water including all piping, ducts, and mechanical equipment within, adjacent to, or connected with a building and the installation of necessary gas lines if any of this equipment is gas-fired.

### **Term of Performance**

The initial term of the contract shall be for one (1) calendar year commencing on the date of the notice of award and ending one (1) calendar year later. The District reserves the right to renew a contract for each one (1) year period over four (4) additional years. The contract term shall not exceed five (5) years in total.

### **District Schedule**

For information on the District calendar, interested parties may refer to the District website [www.greenville.k12.sc.us](http://www.greenville.k12.sc.us).

### **Pre-Bid Conference**

The District will *not* conduct a Pre-Bid Conference for this solicitation.

### **Inquiries**

All inquiries/comments shall be submitted **in writing** to both Patricia Phillips, Senior Buyer, and Tonya Stroud, Procurement Officer, 2 Space Drive, Taylors, South Carolina 29687 **no later than August 4, 2021, at 10:00 A.M. EDT**. Firms may deliver their questions to SDGC Procurement

Department or email questions to **both** [pPhillip@greenville.k12.sc.us](mailto:pPhillip@greenville.k12.sc.us) **and** [tstroud@greenville.k12.sc.us](mailto:tstroud@greenville.k12.sc.us). Verbal inquiries and comments will not be addressed at any time. Bidders shall not contact any other District employees or representatives in any way other than the method described herein.

After the Inquiry Deadline, prospective bidders who are on record as possessing a solicitation will be notified by an addendum of any changes, additional information or clarifications to the solicitation, approved products lists, project design and/or specifications, or other information. There will be no responses from the District until **after** the Inquiry Deadline has been reached. Questions and comments received after the inquiry deadline will not be addressed.

**Important Note:** During the solicitation and evaluation process, inquiries or contacts made to District employees outside of the District Procurement Department may cause the associated firm's bid to be deemed nonresponsive.

### **Bid Form**

Enclosed is the official Information/Qualification Bid Form (Bid Form) to be used in submitting a response. Only this Bid Form is to be used; no other form is acceptable. Indicate the bidding firm's name on each page of the Bid Form and have each page signed and dated by a person authorized to do so. The Bid Form shall be completely filled out and returned with the bid. Do not change the Bid Form. Bidders must complete the Bid Form. Failure to complete the form may cause the bidder to be determined nonresponsive.

**NOTE:** Bidders that alter the Bid Form are qualifying the bid response and are subject to disqualification. A cover letter on the bidder's corporate stationery should include any information the bidder determines to be important to the evaluation of the bid.

### **Solicitation Information**

The submitted sealed bid must be signed by an authorized individual who may bind the bidder to provide the service(s) in accordance with the specifications contained in this solicitation. The bid must contain a statement to the effect that the bid is firm and valid for a period of sixty (60) days from the bid due date or longer for evaluative purposes, if so required by the District.

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the response to this solicitation or to procure any goods or services. Do not change the Evaluation/Bid Form. Bidders that change or otherwise alter the Evaluation/Bid Form are qualifying the response and are subject to disqualification.

The District reserves the right to accept or reject, in part or in entirety, any or all bids, to negotiate with all qualified bidders and to cancel in part or in entirety, this solicitation if in the best interest of the District. Furthermore, the District reserves the right to waive any informalities or technicalities in order to serve the best interest of the District.

The School District of Greenville County's Procurement Code and Regulations govern and supersede any and all documents, bids and policies, whether stated or implied. Bidders may have the right to protest this solicitation or subsequent award in accordance with Article XIV of the District Procurement Code.

### **Purpose of Solicitation**

Specifications and required information are included in this solicitation document. Bids are requested in accordance with the information and instructions contained in the solicitation and scope of work. The requirements herein are to be considered as providing minimum desirable features. Any limitations, deviations or broader features proposed should be designated on a separate sheet(s) of paper and submitted with the bid. Otherwise, companies and firms offering bids shall be required to implement the scope of work and other salient requirements, if awarded.

Due care and diligence have been used in the preparation of the scope of work and the specifications and the information contained therein is believed to be substantially correct; however, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely upon the bidder. The District will not be responsible for any errors or omissions in the bidder's response nor for the failure on the part of the bidder to determine the full extent of the solicitation requirements and exposures.

The District reserves the right to determine if minor deviations from the listed specifications are acceptable to the District. The District reserves the exclusive right to determine the relative performance and acceptability of a service or respondent/bidder when compared to solicitation specifications and the experience and past performance of the bidder.

It will be assumed that the proposed services and scheduling conform precisely with all of the provisions of the indicated salient specifications of this solicitation, unless specifically noted otherwise.

Bidders shall furnish any information deemed important for District review. The District is not required to accept any submitted, non-pertinent documentation. When applicable, the awarded bidder shall provide other information that may be used by the District so that the District may evaluate the bid properly. The District reserves the right to determine the acceptability of any proposed alternative service not requested in the solicitation. The District solely shall determine the acceptability of any proposed service.

### **Permits, Licenses and Taxes**

The vendor shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the District or under contract with the District, acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the District. It is recommended that proposers contact the following to learn of any pertinent requirements or licenses:

1. The South Carolina Secretary of State's office ([www.scsos.com](http://www.scsos.com))
2. The South Carolina Department of Revenue
3. The City of Greenville
4. The County of Greenville

The District shall not interpret the requirements of other public entities on behalf of the proposer.

Bidders/proposers shall obtain all necessary permits and licenses required by local, state and Federal law prior to any award or agreement and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the undersigned Procurement Officer shall be notified immediately.

The bidder/proposer shall pay all excise taxes, retail taxes and other fees imposed. The bidder/proposer assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the District's administrative officials.

### **Licensing**

Prior to the bid due date and time and throughout the program/project, the bidding firm, the Prime Contractor and any Subcontractors, shall be licensed in full accordance with the provisions of Section 40-11-10 through 40-11-340 of the Code of Laws of South Carolina, 1976, as amended.

### **Bidder's Information**

A cover letter on the bidder's corporate stationery should include any information the bidder determines to be important regarding the evaluation of the bid. Bidders may enclose additional pages to describe their services, experience, and qualifications.

### **Contractor Responsibility**

Each bidder is required to submit three (3) professional references for verification as to the quality of work. The District reserves the right to contact any or all professional references and discuss the bidder's past and present performance. The District reserves the right to utilize all data collected from professional references and project site visits to evaluate the contractor's responsibility or capability.

The District retains the right to visit and inspect project jobsites, as well as the bidder's business/shop location(s) and applicable equipment which may be assigned to a District project. The District reserves the right to utilize all data collected from professional references and project jobsite/business location visits to evaluate the contractor's responsibility or capability.

### **Bid Evaluation Information**

Bidders shall provide information as requested within this solicitation for evaluative purposes. The evaluation team may request written or oral clarifications. The District may, at its sole discretion, refuse to accept in full or in part, the response to a clarification request provided by any bidder. Bidders are cautioned that the evaluators are not required to request a clarification; therefore, **all offers should be complete**. The District reserves the right to reject any and all responses when such rejection is deemed to be in the best interest of the District.

All responses will be reviewed for purposes of determining responsiveness and responsibility. Any response that does not meet the salient requirements of the IFB will be deemed nonresponsive. To determine responsibility, all information given by the bidder concerning its availability to perform fully the contract requirements, including the integrity and reliability of

the bidder, will be reviewed. The submission of a bid does not necessarily qualify the bidder as responsible, nor does the submission of a bid qualify the bid as responsive. Failure to provide specific information as requested for use in an evaluation will cause the response to be disregarded.

The District seeks a firm or firms possessing the following characteristics, listed in order of importance:

- adequate experience in the field of heating contractor services,
- performance capability,
- an acceptable level of timeliness and quality in the performance of past projects, and
- other salient factors.

Each bid response and associated information will be evaluated and compared to the bid evaluation factors and the requirements of this solicitation.

The District reserves the right to examine the financial responsibility of any or all bidders to determine what assurance the District may have of obtaining subsequent service on this project/program after completion.

#### **Insurance**

Please include a copy of the bidder's certificate of liability insurance and Workman's Compensation *in the sealed bid package* with the bid.

#### **Bid Security**

Bid Security is not required for this solicitation.

#### **Performance and Payment Bonds**

Performance and Labor and Material Payment Bonds are not required for this solicitation; however, individual projects under this program may require Performance and Labor and Material Payment Bonds.

#### **Award**

Award(s) may be made to the responsive and responsible bidder(s) whose bid best meets the requirements and evaluation factors of the IFB. The District may conduct discussions with responsive firms that submit bids for the purpose of clarification to assure a full understanding of the requirements of the IFB and the clarification of any bid. The District reserves the right to award the project/program to as many firms as needed to meet the District's requirements.

It is understood and agreed that the bid is for the services specified. With the bid package, firms shall include supportive data and historical information for the District to use to determine the acceptability of the proposed service. Bidders who do not provide adequate supportive data/information may be considered nonresponsive and will not be considered.

The award statement will be posted in the Procurement Department, 2 Space Drive, Taylors, South Carolina. The public may review this statement during regular office hours. Interested parties may call the Procurement Department at (864) 355-1279 to determine if an award has

been posted. It is the responsibility of the Bidder to physically confirm such posting. Bidders may have the right to protest this solicitation or its subsequent award in accordance with Article XIV of the District's Procurement Code. Should a protest period end on a day that the District is closed, the protestor may file by 5:00 P.M. the following day that the District is open for business.

### **Solicitation Conditions**

The official time due time for a solicitation response is maintained according to the Time/Date Stamp located **in** the SDGC Procurement Department. All solicitation responses shall be received in The School District of Greenville County Procurement Department, 2 Space Drive, Taylors, South Carolina 29687, no later than the time specified in this solicitation. Solicitation responses shall be in the physical possession of a Procurement Department employee prior to the due time or the solicitation response shall be determined to be late once the due time has occurred.

**NOTE:** Bidders are responsible for physically handing the bid to a Procurement Department employee prior to the bid due time/date. Do not hold the bid until the recording meeting begins. Do not deliver the bid to any other location.

Responses that are in another SDGC location, room, department or other area at the solicitation due time other than the Procurement Department shall not be accepted. If there is doubt as to the location of the Procurement Department, individuals may contact the District for directions. The District is not responsible for the bidder's or its representative's interpretation of any directions provided. The District is not responsible for traffic, parking availability, road closures, delivery services or weather conditions.

**NOTE:** Bids received or date stamped after the due time shall not be accepted. Faxed bids shall not be accepted.

The School District of Greenville County assumes no responsibility for the delivery of any solicitation, addendum, solicitation response or any other correspondence by the U.S. Postal Service, a delivery service, electronic transmission, facsimile or any other method. Faxed or emailed bids shall not be accepted.

**NOTE: BIDS RECEIVED OR DATE STAMPED AFTER THE BID OPENING TIME SHALL NOT BE ACCEPTED OR CONSIDERED.**

Attendance at the public recording is not required in order to have a bid evaluated.

Bid submissions must remain in effect for sixty (60) calendar days from the bid due date. Respondents must clearly mark the words **“Confidential”** or **“Protected”** next to each section of the bid that the bidder considers to be proprietary or believes to contain confidential information. The District shall have the sole, exclusive right to determine whether such confidential notations are valid and subject to public release. Entire documents should not be marked as “confidential” or “protected”.

By submitting a solicitation response, the bidder acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other pertinent policy.

The School District of Greenville County reserves the right to reject any or all bids or portions of bids and to waive any informalities or technicalities so as to purchase in the best interest of the District.

Responsibility of the bidder shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity to meet the terms of the contracts and based upon a past record of performance for similar contracts. The failure of a bidder to supply information promptly to the District in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder. Failure to provide requested information may result in rejection of a solicitation response and/or suspension and/or debarment of the bidder.

The District shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by a District Procurement official.

#### **Agreement**

The District shall not accept, enter into or sign any proposed agreement(s), document(s), offer(s), contract(s), leases(s) and/or provision(s) that materially conflicts with the District's General Terms and Conditions, the requirements of this solicitation or which are determined not to be in the best interest of the District.

This solicitation and the District's General Terms and Conditions shall govern and take precedence as the contract between the District and the awarded proposer. The terms of the agreement between the District and the successful proposer shall comply with the requirements contained in this solicitation and the District's General Terms and Conditions which are incorporated herein.

**NOTE: Should the bidder require the District to sign any contract(s), any document(s) and/or any agreement(s), the proposer shall inquire in writing if the District would consider its proposed contract(s), document(s) and/or agreement(s) and shall provide such contract(s), document(s) and/or agreement(s) or other pertinent documents to the District's undersigned Procurement Officer prior to the Inquiry Deadline which is noted in the solicitation. Submittal of any document(s) does not mean acceptance of the document(s) and the information contained therein, by the District or that a proposer is considered by the District to be responsible and/or the subsequent proposal responsive.**

Bids that include agreements, terms, conditions, contracts and/or contract provisions which conflict with the District's General Terms and Conditions (attached) and/or which were not



submitted prior to the Inquiry Deadline and/or were not approved by the District and/or conflict with the requirements of this solicitation, may be rejected by the District as nonresponsive. The rights and authority to make such a determination is reserved solely to the Procurement Officers of the District's Procurement Department.

The District shall not accept any proposed agreement, contract, lease, terms and conditions or any other contractual document which may be included with the proposal that has not been previously submitted prior to the Inquiry Deadline or is referenced to be enforceable in the future. The District shall not accept any terms and conditions which would be prejudicial to other proposers and/or materially change the solicitation. Software licensing agreements are included in this requirement.

Interested firms are hereby given notice that a "Bid Response Certification" form is included within the solicitation and by signing the certification form, with no alterations allowed, the proposer agrees to be bound by the terms and conditions of the solicitation and by the District's General Terms and Conditions.

The School District of Greenville County's Procurement Code and Regulations govern and supersede any and all other documents, proposals and policies, whether stated or implied. Proposers may have the right to protest this solicitation or subsequent award in accordance with Article XIV of the District's Procurement Code.

Interested firms or individuals that submit a bid that contradicts this solicitation and which is not in compliance with the requirements of this solicitation, including the District's General Terms and Conditions, acknowledge and understand that, by doing so, its proposal may be deemed nonresponsive by the District. Potential proposers that cannot agree to the above conditions should not expect to have a proposal considered for an award.

### **Indemnity**

NOTE: The bidder/proposer agrees to indemnify and hold harmless the District and the District's members, officers, employees, representatives, servants and agents, from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from the awarded proposer's actions or omissions relating to this Agreement, or arising out of the proposer's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by the bidder/proposer.

**The District shall not indemnify and/or hold harmless any proposing entity or its representatives as this action is not statutorily allowed by South Carolina law.**

### **Alcoholic Beverages, Illicit Drugs, Smoking, and Weapons**

The successful contractor shall not permit its personnel or any subcontractor or delivery personnel to possess upon District property any alcoholic beverages, illicit/non-prescribed drugs,

tobacco products or weapons. Alcoholic beverages, illicit/non-prescribed drugs, tobacco products, and weapons are not allowed on District property at any time. Any contractor's or subcontractor's actions involving prohibited items or behavior or possession of, any of the aforementioned items while on District property may cause a cancellation of any award/agreement, at no cost to the District. Criminal charges may apply. Personnel who appear to be under the influence of any substance shall not be allowed to transport or come into contact with students or enter or remain on District property.

### **Bidder/Proposer Opportunity**

The successful bidder/proposer shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Proposing firms shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin or physical disability. Proposers should provide information regarding the use of minority subcontractors if applicable or if requested by the District. Assistance to small, minority and disadvantaged firms and individuals is available in accordance with the District's Minority Business Enterprise Utilization Plan which is available by contacting the Procurement Officer.

### **IMPORTANT: Student and Staff Safety**

The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded Scope of Work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted on a monthly basis or more frequently or as required by the District.

Persons who are identified as a Sex Offender or violator as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or other statute or any other states' statutes and persons who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-1-60; are prohibited from entering any of The School District of Greenville County schools at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the contractor or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

While performing under this solicitation and subsequent award, a firm/individual/supplier who delivers material and/or a service to a District site at the direction of a contractor and/or a subcontractor shall be considered under the supervision of the contractor and/or subcontractor and shall be in compliance with this requirement. Contractor's and subcontractor's employees are not to interact with students at any time. Contractor's and subcontractor's employees are not to be in areas where students are present or may be present without prior authorization from the school's principal or designee.

The District may in its sole discretion terminate any existing contract for the failure by the awarded firm, its subcontractors or any representative of the contractor or subcontractor to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of the successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/Sex Offender status on automated equipment at each school or site.

### **Iran Divestment Act**

A person or business that is identified on a list created pursuant to S. C. Section 11-57-310, as a person or business engaging in investment activities in Iran as described in Section 11-57-300, shall be ineligible to contract with the District or any political subdivision of South Carolina and any contract entered into with the District or a political subdivision of this State shall be void *ab initio*. Persons and businesses shall certify by their signature on the bid/proposal that the person or business contracting with the District is not listed on or named therein on a list created pursuant to S.C. Section 11-57-310.

By submission of a bid or proposal, each person signing on behalf of any individual or business certifies and in the case of a joint bid or proposal, that each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the person's knowledge and belief that each person, business, bidder or proposer is not on the list created pursuant to S.C. Section 11-57-310. A person or business shall not be considered for award, nor shall any award be made where the condition set forth has not been complied with in accordance with S. C. Section 11-57-310; provided, that if in any case the person, business, bidder or proposer cannot make the foregoing certification, the person, business, bidder or proposer shall so state and shall furnish with the bid or proposal, a signed statement which sets forth in detail the reasons for non-compliance. The District may award a person or business that cannot make the certification pursuant to S.C. Section 11-57-310, on a case-by-case basis, if:

(1) the investment activities in Iran were made before the effective date of the Act, the investment activities in Iran have not been expanded or renewed after the effective date of the Act and the person or business has adopted, publicized and is implementing a formal plan to cease any and all investment activities in Iran and shall refrain from engaging in any new investments in Iran; or

(2) the District makes a determination that the goods or services are necessary for the District to perform its functions and that absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be considered a public document subject to S.C. Section 11-35-410. Persons

and businesses shall be responsible for reading and complying with South Carolina Code of Laws, TITLE 11, CHAPTER 57, ARTICLE 1-The Iran Divestment Act.

### **South Carolina Illegal Immigration Reform Act**

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)).

### **State and Federal Laws and Regulations**

The School District of Greenville County requires adherence and itself adheres to all applicable State and Federal laws and regulations including "2 CFR, Subtitle A, Chapter II Subpart D, 200.322 Domestic Preference for Procurement".

### **Contract Termination for Cause**

The District reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) calendar day notice, when in the best interest of the District. Termination of any contract by the District for cause, non-performance, default or negligence on the part of the successful bidder shall be a retained right. Termination costs levied against the District shall not apply and the thirty (30) day termination notice requirement shall be waived. The default provisions shall apply when a contract is terminated for cause.

The District reserves the right to terminate the continuation of any project, agreement, service or award resulting from this solicitation when funding has not been appropriated. The District does not anticipate canceling a project or an agreement; however, it shall reserve the right to act in the best interests of the District and its constituents.

### **DEFAULT**

IN CASE OF DEFAULT BY THE BIDDER/CONTRACTOR, THE DISTRICT RESERVES THE RIGHT TO PURCHASE ANY OR ALL SERVICES/ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE BIDDER/CONTRACTOR WITH ANY ADDITIONAL COSTS. THE BIDDER/CONTRACTOR THAT IS DETERMINED TO BE IN DEFAULT SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER/CONTRACTOR UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

**Bidder's/Contractor's Relationship with the District**

The successful bidder shall be independent of the District. None of the bidder's employees shall be deemed for any purpose to be employees, agents, or servants of the District, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose direction they shall act. No acts performed for or representations made, whether written or oral, by the contractor to third parties shall bind the District. The contractor shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation, and other payroll taxes for its employees. The District shall have no liability of any sort for the contractor's employees.

The successful bidder shall be responsible for any loss or damage to property (in the sole opinion of the District) owned by the District and in the bidder's possession or control. No portion of this contract shall be subleased, assigned, transferred or conveyed without written approval from a Procurement Officer of the District prior to or after issuance of the Intent to Award. The District will NOT provide office space, utilities and operating expenses. This includes telephone, copier, fax and postage expenses.

**Cooperative Purchasing**

The School District of Greenville County's Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful bidder/proposer and the other public procurement unit.

No other public procurement unit is required to make use of this capability as participation is at the discretion of the other public procurement unit. This District is not bound by any other public entities' solicitation, award or other contract.

The District shall not guarantee the participation of another public procurement unit nor be responsible for any resulting business or non-business with any other entity. Purchase Orders, delivery arrangements, payments and any other type of contractual documentation or performance shall be the responsibility of the actual participating public procurement unit, not The School District of Greenville County. The successful bidder/proposer shall hold harmless The School District of Greenville County, its employees, Administration, Board of Trustees and its representatives for any loss or damage as the result of the action or inaction of another public procurement unit.

**Prepayment**

The District shall not approve or process any payment to the bidder, its subcontractors or suppliers prior to project completion. Bidder requirements or requests for "up front", partial payment or pre-payment shall not be authorized. Bidders that require such conditions in their bid and/or file invoices or payment requests after an award, but prior to performance completion, shall have their contract cancelled with no penalty levied against the District.

**Procurement Card and ACH Processing (If applicable)**

The District has the capability to pay the majority of vendor invoices with a District managed Procurement Card (P-Card) and/or an Automated Clearing House (ACH) processing method. The District reserves the right to request that the awarded vendor process invoice/payment transactions by use of the District P-Card or ACH processing method. Failure by the vendor to provide P-Card and/or ACH transaction processing capabilities shall not be grounds for rejection of a proposal nor shall it create a contract controversy. **Any discounts offered by the vendor as the result of the District's use of the P-Card or ACH processing should be noted in the solicitation response on a separate page entitled Procurement Card and ACH Processing Capability.**

**Use of District Name**

The awarded bidder shall not use the name of the District in advertising or in seeking or joining into contracts with suppliers, customers, or for any other manner. The bidder shall make all of its contracts in its own name and the awarded firm shall be responsible for its financial obligations and contracts, not the District.

**Certification of Drug-Free Workplace**

Enclosed is the Certification of Drug-Free Workplace to be used when submitting a bid package. Only this form shall be used; no other form is acceptable. This form shall be completely filled out (with signature and witness signature) and returned in the sealed bid package.

**Postponements**

A bid opening or a pre-bid conference shall be postponed if the District's Procurement Department is closed for any of the following reasons: 1) Causes beyond the control of the District (e.g., fire, flood, weather conditions, etc.), or 2) Emergency or unanticipated events that interrupt normal District or Procurement operations. The postponed event (opening or conference) shall automatically be rescheduled to the next full and complete District business day after the published date. A District business day does not include a day starting after an announced opening delay or a closure. Bidders should consult the District's INFOLine (864-355-3100) or local media regarding closures.

**Key Event Dates**

**Inquiry Deadline:** August 4, 2021, at 10:00 A.M. EDT

**Bid Due Date/Time and**

**Public Opening:** August 17, 2021, at 10:00 A.M. EDT

**Deliver the bid to:**

The School District of Greenville County  
Procurement Department  
2 Space Drive  
Taylors, South Carolina 29687

## **Instructions to Bidders**

Bidders are instructed to submit one (1) original bid document package and two (2) complete sets of copies. Bidders are instructed to label prominently the original and the copies as such.

All Information / Qualification Bid Forms and related submittals shall be in a sealed envelope/box and have clearly marked on the outside:

### **Sealed Bid Enclosed**

### **Indefinite Delivery Contract – Heating Contractor Services IFB No. 121-61-8-17**

### **Educational Technology Services Requirement**

The following requirement has been prepared by the District's Education Technology Services (ETS) department and is enforceable when applicable:

*“For all COTS (commercial off-the-shelf applications), the Offeror shall submit security audit documentation which meets State and Federal law along with applicable regulatory standards including, but not limited to: the South Carolina Public Records Act, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Pupil Privacy Rights Act (PPRA), Individuals with Disabilities Education Act (IDEA), Gramm-Leach Bliley Act (GLBA), and Payment Card Industry Data Security Standard (PCI-DSS). Applications must also meet or exceed verifiable Greenville County School District security review and security application testing specifications, including, but not limited to: Open Web Application Security Project (OWASP), The Web Application Security Consortium (WASC), and United States Computer Emergency Readiness Team (US-CERT) National Vulnerability Database (NVD) as part of the Request for Proposal or Invitation for Bid submission.”*

### **End of ETS Section**

If not submitting a bid, please submit a “NO BID” letter indicating the reason for not doing so. Failure to respond with either a bid or a “No Bid” letter may result in removal of the bidder's name from the active bidders' list.

The District appreciates each firm's interest in this program.

*Patricia J. Phillips*

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Patricia J. Phillips  
Senior Buyer

Enclosures:    Certification of a Drug-Free Workplace Form            (2 pages)  
                    Evaluation Information/Qualification Bid Form        (3 pages)  
                    Basic Mechanical Requirements                        (14 pages)  
                    General Terms and Conditions                            (10 pages)

Copy:            Mr. Jeff Knotts, Director of Procurement  
                    Mr. James Mike Vaughn, Director of HVAC



## **IFB No. 121-61-8-17**

### **The School District of Greenville County (District)** **Certification of a Drug-Free Workplace**

This certification is required by the Drug-free Workplace Act, Section 44-107-10 *et seq* South Carolina Code of Laws (1976, as amended). The regulation requires signed Certification by Proposers/Contractors/Vendors prior to an award, that the entity shall maintain a drug-free workplace as required below and in accordance with South Carolina law. The signed Certification is a material and binding representation of fact upon which reliance shall be placed when determining the award of a contract. False representation or violation of the Certification requirements shall be grounds for suspension of payments, suspension and/or termination of any contract, or suspension and/or debarment regarding the right to submit bids or proposals to The School District of Greenville County.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107-20(1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines a workplace to include any District site where work is performed to carry out the Contractor's/ Vendor's duties under an award/contract. The Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it shall provide and maintain a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on a District site or in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five (5) calendar days after the conviction;
- (5) Notifying the District within Ten (10) calendar days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;

- (6) The Contractor/Vendor shall take one of the following actions, within Thirty (30) calendar days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
- (a) Taking appropriate personnel action against the employee, up to and including termination; and
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health facility/service, law enforcement agency or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5), and (6) above.

**SDGC Solicitation/Contract Number: IFB No. 121-61-8-17**

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**Project Name: Heating Contractor Services - IDC**

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**Contractor/Vendor Name:**

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**Address:**

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**Authorized Representative Name/Title:**

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**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Witness:**

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**\*\*\*Return both pages of this completed certification.**

**Note: This Certification Form is required to be submitted for all contracts for a stated or estimated value of \$ 10,000 or more prior to an award.**

## Information/Qualification Bid Form (Bid Form)

The School District of Greenville County  
Indefinite Delivery Contract – Heating Contractor Services  
IFB No. 121-61-8-17

Name of Company: \_\_\_\_\_  
(Bidding Firm's Name)

The undersigned acknowledges all addendum/addenda as follows:

Addendum/Addenda No. \_\_\_\_\_

### Selection of Heating Contractors for Indefinite Delivery Contracts:

The District requires that Heating Contractors selected have the legal ability to perform or cause to be performed any scope of construction work needed. Complete all three (3) pages of this Bid Form.

Bidders may enclose additional pages to describe their services, experience, and qualifications.

### Selection of Construction Contractors for Indefinite Delivery Contracts

1. The District requires that Contractors selected for the Indefinite Delivery Contracts have the appropriate license required by the State of SC LLR to perform the scope of work for which a bid is being submitted. Please provide the information requested below.

Number of years doing business under this Company name: \_\_\_\_\_

Does your company hold a W.B.E. / M.B.E. / D.B.E. Certification?

Please indicate \_\_\_\_\_ W.B.E. \_\_\_\_\_ M.B.E. \_\_\_\_\_ D.B.E. (Check all that are applicable.)

Principal/Owner of Company: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Mobile Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

S.C. Commercial Contractor license number: \_\_\_\_\_ Classification \_\_\_\_\_

S.C. Commercial Contractor license number: \_\_\_\_\_ Classification \_\_\_\_\_

S.C. Commercial Contractor license number: \_\_\_\_\_ Classification \_\_\_\_\_

\_\_\_\_\_  
Name of Officer or Authorized Employee (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Information/Qualification Bid Form for IFB No. 121-61-8-17

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### 2. Insurance Requirements:

Should the District contract with your firm, you will be required to provide an ACCORD statement naming the District as an additional insured meeting the minimum following requirements:

- a. Workman's Compensation Insurance
- b. Comprehensive General liability to include:
  1. Contractor's Liability Insurance
  2. Owner's and Contractor's Liability Insurance
  3. Contractual Liability Insurance
- c. Each of the above to have:
  1. Bodily Injury \$500,000 per occurrence and 1,000,000 aggregate
  2. Property Damage 500,000 per occurrence and 500,000 aggregate
- d. Comprehensive Auto Liability covering owned, non-owned, and hired automotive equipment, all having limits of not less than:
  1. Bodily Injury \$500,000 and \$1,000,000 aggregate
  2. Property Damage \$200,000 per occurrence
- e. Comprehensive Excess (umbrella) coverage shall be provided in an amount of not less than \$1,000,000.
- f. In addition, depending on the work scope, special insurances may be required.

3. Provide the percentage markup of your base bid price when asked to provide a Bid Bond for a project in excess of fifty thousand dollars (\$50,000.00). \_\_\_\_\_ Percentage (%) Markup

4. **Change order work** - Contractor's standard markup percentage: \_\_\_\_\_ Percentage (%) Markup

### ***EXCERPTED FROM AIA A201 SUPPLEMENTAL CONDITIONS: Section 7.2.2***

**§7.2.2** Methods used in determining adjustments to the Contract Sum are those set forth in Section 7.3.3. In determining the cost or credit to the Owner resulting from a change in the Work, the allowances for overhead and profit combined, included in the total cost to the Owner, shall not exceed the percentage herein scheduled, as follows:

- .1** For the Prime Contractor, for any work performed by his own forces, 15% of the cost;
- .2** For each Subcontractor involved, work performed by his own forces 15% of the cost;
- .3** For the Prime Contractor, for work performed by his Subcontractor, 7% of the amount due the Subcontractor.
- .4** For the Subcontractor, for any work performed by his Sub-Subcontractor, 7% of the amount due the Sub-Subcontractor.

The Contractor shall include appropriate reductions in fee on deductive change orders.

5. Who will be your firm's primary contact person for the District?

\_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Officer or Authorized Employee (print name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Evaluation Information/Qualification Bid Form for IFB No. 121-61-8-17**  
**Indefinite Delivery Contract – Heating Contractor Services**

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6. Number of direct employees in your firm:

\_\_\_\_\_ Home Office

\_\_\_\_\_ Field Construction

7. Has your firm worked with other school districts in the Upstate of SC? If yes please list District(s): \_\_\_\_\_  
\_\_\_\_\_

8. Each bidder is required to submit three (3) professional references for verification as to the quality of work. The District reserves the right to request further information or further references at a future date should the District deem necessary.

**BID RESPONSE CERTIFICATION**

As an authorized representative of the Bidder, I hereby certify that the information stated in this bid is accurate. If an award is not made within sixty (60) calendar days, it shall be incumbent upon the Bidder to notify the District, in writing, if it does not want its bid further considered. Failure to notify the District shall mean that the bid remains valid until an award is made or the solicitation is cancelled.

I further certify that the Bidder will deliver the service(s) and/or material(s) as required by the Invitation for Bid. The Terms and Conditions of the solicitation are accepted by the undersigned.

I certify that the Bidder has availed itself of every opportunity to understand the Invitation for Bid, the District's Procurement Code and Regulations and other pertinent District policy.

By submission of a bid, I certify that the Bidder has read and understands all of the requirements and conditions of the solicitation and shall be bound by such without exception. Therefore, the undersigned respectfully submits the bid.

---

**Company/Bidder Name:** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## BASIC MECHANICAL REQUIREMENTS

### SECTION 23 00 00

#### RESPONSIBILITY TABLE

ITEM	RESPONSIBILITY	ITEM	RESPONSIBILITY
DESIGN, MATERIALS, EQUIPMENT, LABOR, SUPERVISION	CONTRACTOR (Unless project specific instructions)	SUBMITTALS, SHOP DRAWINGS, SAMPLES. DELIVERED PRIOR TO FABRICATION FOR GCS REVIEW	CONTRACTOR provide electronic as well as paper.
TEMPORARY UTILITY HOOK-UP	CONTRACTOR	Execution Report and O & M MANUALS PRINTED	CONTRACTOR, 2 SET
TEMPORARY UTILITY USE FEES	GCSD	Execution Report and O & M MANUALS Searchable Source File or PDF	CONTRACTOR, FLASH DRIVE or Electronic
TEMP PROTECTION	CONTRACTOR	O & M TRAINING	2 HRS on site class; CONTRACTOR
DUMPSTERS, DEMO, TRASH REMOVAL	CONTRACTOR	START-UP, TESTING, SYSTEM COMMISSION; if required	CONTRACTOR
CLEANING (during construction and Final)	CONTRACTOR	GROUND & BLDG REPAIR protection and restore	CONTRACTOR
GUARD SERVICES (if required)	GCSD	WARRANTY (from date of acceptance)	CONTRACTOR: 2 YEARS; Parts & Labor all work.
INSURANCE DEDUCTIBLE	CONTRACTOR, (\$5,000.00)	SPARES AND CONSUMABLES	CONTRACTOR
TEST AND BALANCE SERVICES	NA	18 MONTH WARRANTY WALK-THRU	CONTRACTOR WITH GCSD TEAM

#### NOTES; BASIC

- a. Provide thorough pre-inspection to determine all existing conditions and scope.
- b. Submittals, shop drawings, samples as customary and/or requested.
- c. Provide detailed work schedule for project. Work may occur during school hours, provided no activities interrupt school activities. Preliminary Schedule will be provided by GCS.
- d. Provide detailed Schedule of Values for the project.
- e. Protecting floor, roof and wall surfaces; protecting site including paving, lawn, landscaping; protecting existing equipment.
- f. Final commissioning, clean-up, training, and warranty documentation
- g. Execution Report/Close-out documentation INCLUDING EQUIPMENT ACCEPTANCE XLS FILE, and O&M documents
- h. Warranty walkthrough meeting and follow-up for repairs and touch-up of work
- i. All work (materials, labor, general conditions, specific layout and design) necessary for providing, installing, commissioning, and warranty including site inspection, site barricading and protection, disassembly, demolition, installation of new materials including test, start-up, commissioning and warranty with documentation of the work performed, clean-up, and walk-through.
- j. The Contractor shall inspect all existing conditions and accept as suitable for the intended work, including providing any remedial or make-ready work necessary. No Change Orders will be considered for existing conditions unless condition is buried in floor, wall, or hard ceiling and un-seen until covering is demolished. Above a dropped ceiling is not an un-seen condition. Contractor may arrange to access the dropped ceiling with Contractor providing ladder and RR of ceiling tile.

## NOTES; DETAILED

1. The Owner is The School District of Greenville County (SDGC or GCSD or GCS).
2. Each Project shall have a designated representative (Project Manager) for GCS.

The Contract Documents include all material contained and/or referenced in the RFB and subsequent Addenda. The documents contained in the following link, and all referenced documents, are part of the Bid and Contract Documents: <http://www.greenville.k12.sc.us/Departments/docs/procure/terms.pdf>
3. The successful contractor is to provide the manpower to execute the schedule in a timely manner for completion of the project. This facility is in daily operation and the change-out schedule shall provide minimum interruption. The approved schedule is the Work Schedule and is an agreement between the Owner and Contractor. The start and stop dates indicating the Work Schedule shall be listed in the Notice to Proceed. The Owner may retain as liquidated damages the sum of **Two Hundred Dollars (\$200.00)** for each calendar day the actual contract time for completion exceeds the specified contract time for completion as provided in Notice to Proceed. A change order will accommodate any changes in the Work Schedule. A Change Order shall be based on an agreement between Owner and Contractor and must be submitted in writing for Owners approval. Approval of the Change Order must be received before execution of a change to the Work Schedule. Only approved Change Orders will be a part of the Work Schedule.
4. Contractor work hours for this project shall assure no interruption to instructional areas, facility activities, and/or traffic & parking. Contractor work hours may extend beyond normal facility hours if pre-approved by the project manager. A 3<sup>rd</sup> Party Security is required to be on-site if Contractor is working when GCSD representatives are not present. GCSD will pay for 3<sup>rd</sup> Party Security. A written request to work non-scheduled hours is required at least 24 hours before work is scheduled.
5. The contractor shall achieve substantial completion of the entire Work by the agreed completion date.
6. Costs of all general conditions are part of the Bid and shall include all costs associated with applicable fees (impact, DFU, plan review, etc.); permits; Contractor's project management and full-time field supervision; layout and planning services; project site maintenance and up-keep; printing/copying & postage/courier & telephone/FAX/computer & related communication and data services; project site protection including personnel barricades and run-off control/contain/disposal; temporary dust curtains (temporary walls and dust shields) where needed; miscellaneous materials & equipment; temporary protection including coverings and runners; dumpsters and tip fees; daily cleaning and final cleaning; and appropriate insurance and bonding.
7. The Contractor shall provide a single point of contact for Owner for the entire duration of the project.
8. It is the responsibility of the Contractor to thoroughly review the site, the drawings, and all existing conditions and make his own take-off of work. The Contractor shall survey all existing conditions and prepare a report that records existing conditions and any deficiencies that are different than the bidding conditions prior to commencing work.
9. Contractor shall furnish and install only new materials and components for the project except as directed to install new Owner furnished equipment, relocated equipment, and re-used equipment & components provided by the Owner as part of this project.
10. The Contractor will install the work to the schedule outlined, and shall include any and all premium efforts in his quote, to the extent that production operations are not impaired. Tie-ins will be completed during an outage to be coordinated with Owner. The Contractor shall coordinate and plan all activities with Owner's Project Manager to ensure that operations are not hampered and that work is performed safely.
11. The Contractor shall maintain operation of existing systems required to satisfy school needs.
12. The Contractor shall De-commission any required existing systems following process and procedures outlined by good construction practice and the equipment manufacturer and his authorized representative.

13. The Contractor shall Connect to fire alarm systems where the equipment being installed is required (by code or existing facility protocol) to connect to fire alarm systems. Provide for shut-down of equipment if required by fire alarm.
14. The Contractor shall proctor and assure that Contractor's personnel (including sub-contractors) attend a Safety Kick-Off meeting, to be held after contract award, and prior to Contractor commencing work.
15. The Contractor shall maintain a daily construction log noting weather conditions, personnel and affiliation on-site, working hours, work accomplished, exception reports, and maintain a complete and chronological digital photographic record of the work. All records are to be provided to the Owner at the project completion.
16. Contractor will be directed by the Owner to a direct route to the project area for construction traffic. Contractor shall provide appropriate markings (barricades, marking tape, cones, signage) to direct construction traffic and protect occupants, students and visitors.
17. The construction site and all GCSD property is tobacco free, alcohol free, and weapon free.
18. Potentially Offensive displays on clothing, tool boxes, equipment, PPE, or signage is prohibited.
19. The construction site is to be free of food and beverage (except drinking water) as directed by the Owner.
20. Clean daily and maintain housekeeping standards consistent with an operating facility and as set by the building manager. This includes care to prevent spread of dust either airborne or by foot traffic. Minimize dust entry to other areas of the facility and the HVAC system. Cover all ductwork openings to maintain duct cleanliness. Be aware of smoke detector locations and fire alarm locations and consult with building manager for appropriate protection to prevent nuisance alarms. Wet and dry debris and clean-up material shall be properly quarantined and packaged for disposal. Dirty and debris laden run-off water shall not be allowed to enter the building drains.
21. Any common area finishes damaged by Contractor during construction activities will be repaired at no cost to Owner.
22. Contractor's employees and all subcontractors shall observe all Safety Regulations and Guidelines as dictated by OSHA, State and Local Authorities, the Owner's rules and regulations, and good practice. Emergency guidelines and notifications instructed by the Owner shall be disseminated to all workers and enforced. Personal Protective Gear shall be worn at all times. All hot work permit procedures (including fire watch), fall protection, confined space, and lock-out/tag-out procedures and protocol shall be adhered to. Maintain fire watch during work and 1 hour after cleanup.
23. Construction personnel shall remain in designated locations and use only the facilities and traffic routes identified for their use.
24. The facility is an operating facility with critical operations that must remain un-interrupted throughout the construction process. Extreme care shall be exercised to avoid any disruption to the existing operations (power or other utility outages, fire protection interruption, noise, dust, housekeeping, traffic, and etc.).
25. Proper notification shall be given to all construction trades and the Owner's Representative prior to any activities that produce loud noise, vibrations, sparks, bright lights, dust generation, and/or unfamiliar or obnoxious odors or other activities that could be startling or disturbing to the surrounding area. These activities include saw cutting, jack-hammering, grinding, shooting down track, core drilling, dragging, dumping, cutting, welding, power washing, and similar activities. Fully protect the area (hang tarps, etc.) to contain the dust and debris. Fully clean after work completed. These activities should occur after school instruction working hours for minimum disturbance of occupants.
26. Any vapor or obnoxious odor causing procedures (release of VOC's, coating and painting curing vapors) shall be reviewed with Owner's Representative prior to the procedure. Ideally this work will be accomplished during a weekend or other long facility shutdown to minimize occupant irritation.



27. Use of building elevators (where available) for stocking materials, hauling off construction debris, etc. is permitted during after-hours only. Contractor shall protect all surfaces and thoroughly clean after each use. Contractor shall adhere to elevator weight limits and operational requirements. Contractor responsible to repair/replace any items damaged.
28. Provide for all required inspections by authorities. Provide notice and reports to the Owner.
29. O&M information, including factory supplied manuals, shall be provided. **Three (3) sets of indexed 3-ring binders and a PDF electronic file (on thumb drive) that is indexed and searchable shall be provided.**
30. O&M Training shall be provided by factory trained and authorized personnel. Provide on-site training for up to 6 GCSD personnel at each location.
31. Contractor shall conduct a site turn-over meeting proving that all punch-list items are complete, all systems are in working order, O&M training and documents have been provided, and all warranties are in-place.
32. Provide a **TWO (2)** year full material and labor warranty ("bumper-to-bumper") from date of final completion. Provide additional warranties as outlined in other documents. Provide for and engage manufacturer's additional warranties on equipment (i.e. 7 year compressor material warranty). Contractor to register all warranties and provide warranty letters at project completion.

### 33. Checklists

- a. Pre- Award and Final Close-Out Checklists. These shall be completed and submitted by the successful Contractor at the appropriate project stage.
  - b. Equipment Acceptance Form. The attached xls file shall be completed with an xls page for each piece of equipment. This file shall be submitted and approved as part of the close-out documents and prior to approval of final payments.
  - c. Manufacturer's Start-Up Reports. Schedule and proctor manufacturer authorized start-up technicians and provide to GCS copies of all documentation.
  - d. Contractor's Close-Out Report. Contractor shall prepare a comprehensive close-out report with pictures and dialog describing all work presented in a timeline finishing with O&Ms and warranties.
34. Visit the location and review the site requirements to complete the modifications listed in the scope of work.
  35. Provide all labor, materials, equipment, and supervision to complete the work.
  36. Ensure the safety of all staff at all times during the installation process.
  37. Provide detailed schedule for approval after award of contract.
  38. Provide Installation in compliance with the applicable Building Code including the International Mechanical code, International Electrical Code, NEC, and NFPA.
  39. **Provide Insurance and Bonding Coverage's as required by the contract. The Deductible for Owner's Builders Risk Insurance is \$5,000.00. The Contractor is responsible for the deductible.**
  40. Execute the work in a neat, safe and orderly fashion. Site clean-up shall be on a daily basis. At no time will any piping, sheet metal, tools, equipment etc. be left unsecured over-night.
  41. Be responsible for any damage to or loss of property that resulted from the Contractor's presence on the property. Any damages or property loss shall be repaired or replaced by the Contractor to the Owner's satisfaction at no cost to the Owner.

42. Ensure that tools used in the performance of the work are not accessible to any person not associated with this contract.
43. Ensure all trash is removed each day from the work areas.
44. Ensure Employee's lounges are not to be used by contractor's personnel.
45. Ensure No GCSD employee shall be employed by the contractor to work on a school district project.
46. Ensure that neither the contractor nor any of his employees have keys to the facility at any time.
47. Acknowledge that facilities within the school district are secured with burglar alarm systems. It is responsibility of the person of the company awarded the contract to coordinate with proper personnel on disarming the alarm system prior to entering the building. A fifty (\$50.00) dollar fee will be assessed for each false alarm caused by contractor's personnel or by any subcontractor.
48. Properly dispose of construction debris off site. GCSD dumpsters are not to be used by contractor for construction debris.
49. Adhere to General Requirements and General Conditions included in this RFP and those documents posted on the GCS Procurement website and those documents part of the IFB Solicitation.
50. See **SECTION 23 00 00**      **5**      **Basic Mechanical Requirements**

## **PART 1 - GENERAL**

### **1.1 RELATED DOCUMENTS**

- A. Refer also to the GCS General Requirements and other specifications for specific scope items and/or specific project assignments.

### **1.2 SUMMARY**

- A. This specification section provides basic and supplemental requirements common to Mechanical Work.

### **1.3 REFERENCE STANDARDS**

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All reference amendments adopted prior to the effective date of this agreement shall be applicable to this Work
- C. All materials, installation and workmanship shall comply with the applicable requirements and standards (State, Local, and National).
- D. Reference:
  - 1. GCS – Greenville County Schools. GCSD - Greenville County School District
  - 2. Architect/Engineer – The Professional designer retained by GCS or the Contractor
  - 3. AGA – American Gas Association Publications: Directory of Approved Gas Appliances and Tested Accessories.
  - 4. AMCA – Air Moving and Conditioning Association: applicable manuals and standards.
  - 5. ANSI B9.1 – Safety Code for Mechanical Refrigeration.
  - 6. ANSI B31.9 – Building Systems Piping
  - 7. API/PIP – American Petroleum Institute/Process Industry Practices: Recommended Practice 686 – Recommended Practice for Machinery Installation and Installation Design (UEM equipment only).
  - 8. ARI – Air Conditioning and Refrigeration Institute Standards: all standards related to refrigeration, air conditioning equipment and piping furnished under these Specifications.
  - 9. ASHRAE 55 – Thermal Environmental Conditions for Human Occupancy.
  - 10. ASHRAE 62.1 – Ventilation for Acceptable Indoor Air Quality.
  - 11. ASHRAE 90.1 – Energy Standard for Buildings ASME – American Society of Mechanical Engineers: Boiler and Pressure Vessel Codes.
  - 12. ASTM – American Society of Testing Materials: applicable manuals and standards.
  - 13. International Building Code
  - 14. International Energy Conservation Code
  - 15. NEMA – National Electrical Manufacturers' Association: applicable manuals and standards.
  - 16. NFPA 1 – Fire Code
  - 17. NFPA 90A – Installation of Air Conditioning and Ventilating Systems
  - 18. NFPA 91 – Blower & Exhaust Systems

19. NFPA 101 – Life Safety Code
20. NFPA 200 Series – Building Construction
21. NFPA 241 – Standard for Safeguarding Construction, Alteration and Demolition Operations
22. NFPA 255 – Method of Test of Surface Burning Characteristics of Building Materials
23. NFPA 258 – Standard Research Test Method for Determining Smoke Generation of Solid Materials
24. OSHA – Occupational Safety and Health Act.
25. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA): applicable manuals and standards (see also Sections 23 31 13 – Ductwork and 23 33 00 – Duct Accessories if required for the work).
26. UL – Underwriters Laboratories.

#### **1.4 DEFINITIONS**

- A. These definitions are included to clarify the direction and intention of these Specifications. For further clarification.
  1. Concealed / Exposed: "Concealed" areas are those areas that cannot be seen by the building occupants. "Exposed" areas are all areas which are exposed to view by the building occupants, including under counters, inside cabinets and closets, plus all mechanical rooms. "Exterior" areas are those that are outside the building exterior envelope and exposed to the outdoors.
  2. Furnish: The term "furnish" is used to mean "supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
  3. Install: The term "install" is used to describe operations at Project Site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
  4. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use.

#### **1.5 QUALITY ASSURANCE**

- A. Mechanical systems shall be coordinated with other associated systems as required by the construction documents to provide complete working services to other systems and trades, including but not limited to: fire suppression, plumbing, electrical systems, fire alarm, security systems, transport systems, telephone and data systems.
- B. Verification of Dimensions: The Contractor shall be responsible for the coordination and proper relation of Contractor's Work to the building structure and to the Work of all trades. The Contractor shall visit the premises and become thoroughly familiar with all details of the Work and working conditions, to verify all dimensions in the field, and to advise GCS of any discrepancy before performing any Work. Adjustments to the Work required in order to facilitate a coordinated installation shall be made at no additional cost to the Owner or the Architect/Engineer.
- C. All dimensional information related to new structures shall be taken from the appropriate Drawings. All dimensional information related to existing facilities shall be taken from actual measurements made by the Contractor on the Site.
- D. The Drawings are subject to the requirements of Reference Standards, structural and architectural conditions. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of Work. Work shall be organized and laid out so that it will be concealed in furred chases and suspended ceilings, etc., in finished portions of the building, unless specifically noted to be exposed. All exposed Work shall be installed parallel or perpendicular to the lines of the building unless otherwise noted.
- E. When the Drawings do not give exact details as to the elevation of pipe and ducts, the Contractor shall physically arrange the systems to fit in the space available at the elevations intended with proper grades for the

functioning of the system involved. Piping and duct systems are generally intended to be installed true and square to the building construction, and located as high as possible against the structure in a neat and workmanlike manner. The Drawings do not show all required offsets, control lines, pilot lines and other location details. Work shall be concealed in all finished areas.

- F. Where core drilling of floor or wall penetrations is required, Work shall be performed in accordance with Division 03 Specifications. Where applicable Division 03 Specifications are not included in the Project, core drilling shall be in accordance with generally accepted standards, and be performed by licensed personnel where applicable. Core drilling layouts shall be approved by the PM prior to drilling.
- G. Contractor shall use ground penetrating radar (GPR) to scan areas of concrete core drilling or saw cutting for embedment. Contractor shall clearly mark locations of embedment for inspection by UT site construction representative before core drilling or saw cutting.
- H. Certify in writing that neither the Contractor nor any of Contractor's subcontractors or suppliers will supply any materials that contain any asbestos in any form for this Project.
- I. Contractor shall verify all associated existing systems, pipe and duct sizes, etc. before starting work. Contractor shall verify that new systems can be properly connected to existing systems as indicated on construction documents before starting work.
- J. Exposed piping and ductwork in building occupied areas: Where the minimum overhead piping and ductwork elevations are not provided, contractor shall coordinate with building owner prior to installation to identify any specific clearance restrictions and requirements in these areas before starting work.

#### **1.6 DELIVERY, STORAGE AND HANDLING**

- A. All equipment, ductwork, and materials shall be delivered to the Project Site clean and sealed for protection.
- B. Take particular care not to damage the existing construction in performing Work. All finished floors, step treads and finished surfaces shall be covered to prevent any damage by workers or their tools and equipment during the construction of the Project.
- C. Equipment and materials shall be protected from rust and dust/debris both before and after installation. Any equipment or materials found in a rusty condition at the time of final inspection must be cleaned of rust and repainted as specified elsewhere in these Specifications.
- D. All material affected by weather shall be covered and protected to keep the material free from damage while material is being transported to the Site and while stored at the Project Site.
- E. Cap and seal all open ends of piping and conduit during construction to prevent the entrance of foreign matter.
- F. All equipment shall be protected during the execution of the Work. All ductwork and equipment shall be sealed with heavy plastic and tape to prevent build-up of dust and debris.
- G. All ductwork and air handling equipment shall be wiped down with a damp cloth immediately before installation to ensure complete removal of accumulated dusts and foreign matter.
- H. Follow manufacturer's instructions for long and short term storage of materials and equipment.

#### **1.7 SUBMITTALS**

- A. Product Data: Provide coordination Drawings with submittals as commensurate with complexity of the work and/or as outlined elsewhere.
- B. Record Documents: All material submitted as final record products, including approved Shop Drawings and submittals, shall be submitted to the Owner in its original electronic file format. Material may be scanned into electronic file format where necessary. Include PDF (.pdf) versions of all files.
- C. Submit the following in addition to and in accordance with the requirements of Division 01 for submittal requirement.
  - 1. Include inspection and permit certificates and certificates of final inspection and acceptance from the authority having jurisdiction.

2. Manufacturer's standardized schematic diagrams and catalog cuts shall not be acceptable unless applicable portions of it are clearly indicated and non-applicable portions clearly deleted or crossed out.
3. For mechanical systems requiring electrical connections, provide schematic, connection and/or interconnection diagrams in accordance with the latest edition of NEMA.
4. Provide submittals as required by individual specification sections.

D. Provide the following with each submittal:

1. Catalog cut-sheets with the manufacturer's name clearly indicated, as well as either the equipment tag shown on the schedule, or the applicable specification paragraph number. Applicable portions shall be circled and non-applicable portions shall be crossed out.

## 1.8 WARRANTIES

- A. All mechanical systems, components and controls shall be provided with a **minimum 24 month warranty starting at the substantial completion of building**. Specific mechanical components may have longer warranty periods. **Warranty shall be unconditional and include material, labor and response within 24 hours of notification.**

## 1.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

- A. The "basis of design" (BOD) products are the specific products shown on the Drawings and indicated as such in the specifications.
- B. It is not the intent of the Drawings and/or Specifications to limit products to any particular manufacturer nor to discriminate against an "approved equal" product as produced by another manufacturer. Some proprietary products are mentioned to set a definite standard for acceptance and to serve as a reference in comparison with other products. When a manufacturer's name appears in these Specifications, it is not to be construed that the manufacturer is unconditionally acceptable as a provider of equipment for this project. The successful manufacturer or supplier shall meet all of the provisions of the appropriate specification(s).
- C. For consideration of alternate and/or "or equal" products, the contractor must submit a list of end users who have had multiple years of good experience using the product. The contractor must provide the contact names and phone numbers of these end users in order for the product to be considered. The submittal of this list of end users does not ensure that any substitution will be allowed by the owner.
- D. The long and short term storage of all equipment must be in accordance with the equipment manufacturer's recommendations.
- E. The specified products have been used in preparing the Drawings and Specifications and thus establish the minimum attributes that substitutes must to be considered acceptable. The burden of proof of equality rests with the Contractor. The decision of the designer is final.
- F. When requested by the GCS, the Contractor shall provide a sample of the proposed substitute item. In some cases, samples of both the specified item and the proposed item shall be provided for comparison purposes.
- G. Should a substitution be accepted, and should the substitute material prove defective, or otherwise unsatisfactory for the service intended within the guarantee period, this material or equipment shall be replaced with the material or equipment specified at no additional cost to the Owner.
- H. Electrical Requirements: The electrical design and Drawings are based on the equipment scheduled and indicated on the Drawings. If the Contractor provides any equipment differing from the basis of design that requires changes to the electrical design, the Contractor shall make the required electrical changes at no cost to the Owner.
- I. Certification: The Contractor shall carefully examine all data forwarded for approval and shall sign a certificate to the effect that the data has been carefully checked and found to be correct with regard to dimensions, available space, and all requirements listed in the Drawings and Specifications.

J. Space Requirements:

1. Physical Size of Equipment: Space is critical. Equipment that is larger than shown on the plans, even if it is provided by the specified manufacturer, will not be acceptable unless the Contractor can demonstrate that ample space exists for its proper installation, operation, and maintenance.
2. All equipment shall be installed so that all surfaces can be accessed. Install all valves, motors, drives, filters, and other accessory items where they can be removed for service without disassembling any other part. Any component within a duct shall have an adequately sized access panel located nearby for easy service access.
3. The Contractor shall relocate equipment up to five (5) feet from its position shown on the plans at no additional cost to the Owner if field conditions require the change and if directed by GCS and/or the Architect/Engineer.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. All products shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.
- B. All equipment installed shall have local representation, local factory authorized service, and a local stock of repair parts. "Local" is defined as being within 2 hours road travel to the project site.
- C. Responsibility for furnishing proper equipment and/or material and ensuring that equipment and/or material is installed as intended by the manufacturer rests entirely upon the Contractor. If needed, the Contractor shall request advice and supervisory assistance from the specific manufacturer's representative during the installation.
- D. All materials, unless otherwise specified, shall be new, free from all defects, suitable for the intended use and of the best quality. Materials and equipment shall be installed in accordance with the manufacturer's recommendations and the best standard practice for the type of work involved. All work shall be executed by workers skilled in their respective trades, and the installations shall provide a neat, precise appearance. Materials and/or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site but shall be replaced with new materials and/or equipment.
- E. Prevention of Rust: Standard factory finish will be acceptable on equipment specified by model number; otherwise, surfaces of ferrous metal shall be given a rust inhibiting coating.

### **2.2 NAMEPLATES**

- A. Each major equipment component shall have a manufacturer's nameplate with the manufacturer's address and model number securely attached to the equipment. All data on nameplates shall be legible at the time of Final Inspection.
- B. For associated mechanical equipment without manufacturer nameplates which require nameplates (such as a control panels), nameplates shall be installed with stainless steel self-tapping screws or epoxy adhesive.

### **2.3 WALL, FLOOR AND CEILING PLATES (ESCUTCHEONS)**

- A. Except as otherwise noted, provide stainless steel or chrome plated brass floor and ceiling plates around all pipes passing exposed through walls, floors or ceilings, in any spaces except underfloor and plenum spaces.
- B. Plates shall be sized to fit snugly against the outside of the pipe or against the insulation on lines that are insulated and positively secured to such pipe or insulation.
- C. For finished ceiling installation, secure escutcheons to ceiling with escutcheon fasteners.

## **2.4 ROOF PENETRATIONS AND FLASHING**

- A. Roof Systems Penetrations and Flashings – Installation shall comply with the roof manufacturer's requirements, specifications and installation details as required to maintain the roof warranties. Contractor shall verify roof manufacturer requirements for maintaining roof warranties before starting work.

## **2.5 ACCESS DOORS**

- A. General: This Contractor shall provide wall or ceiling access doors for unrestricted access to all concealed items of mechanical equipment or devices.
- B. Doors: Where not otherwise specified, access doors mounted in painted surfaces shall be of Milcor (Inland Ryerson Construction Products Company) manufacture, Style K for plastered surfaces and Style M or DW for non-plastered surfaces. The Style K doors shall be set so that the finished surface of the door is even with the finished surface of the adjacent finishes. Access doors mounted on tile surfaces shall be of similar construction as noted above, except they shall be of stainless steel materials. Access doors shall be a minimum of 12" x 12" in size.

# **PART 3 - EXECUTION**

## **3.1 PREPARATION**

- A. Cooperate with trades of adjacent, related or affected materials or operations, and with trades performing continuations of this Work in order to effect timely and accurate placing of Work and to coordinate, in proper and correct sequence, the Work of such trades.
- B. The size of equipment indicated on the Drawings is based on the dimensions of a particular manufacturer. While other manufacturers may be acceptable, it is the responsibility of the Contractor to determine that the equipment proposed will fit in the space.
- C. All mechanical equipment shall be installed in a location that permits access and operation of all associated controls, valves, etc, and allows for the maintenance of equipment and all other associated appurtenances.

## **3.2 INSTALLATION**

- A. Installation shall meet or exceed all applicable federal, state and local requirements – Division 01 Codes, Standards, and Regulations, and conform to codes and ordinances of the authorities having jurisdiction.
- B. All installation shall be in accordance with manufacturer's published recommendations.
- C. Piping may be run exposed in rooms typically without ceilings such as mechanical rooms, janitor's closets, tight against pan soffits in exposed "tee" structures, or storage spaces, but only where necessary. Shutoff and isolation valves shall be easily accessible.
- D. All pipe, shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing. All pipes run exposed in machinery and equipment rooms shall be installed parallel to the building lines, except that piping shall be sloped to obtain the proper pitch. Piping run in furred ceilings, etc., shall be similarly installed, except as otherwise shown. All pipe openings shall be kept closed until the systems are closed with final connections.
- E. Prior to the installation of any ceiling or wall surfaces the Contractor shall notify the Owner's Project Manager so that an inspection can be made of the areas about to be "sealed" off. The Contractor shall provide written notification to the Owner at least seven (7) working days prior to the inspection.
- F. Precedence of Materials:
  - 1. The Specifications determine the nature and setting of materials and equipment. The Drawings establish quantities, dimensions and details.
  - 2. If interference is encountered, the following installation precedence of materials shall guide the Contractor to determine which trade shall be given the "Right of Way":



- a. Building lines
- b. Structural members
- c. Structural support frames supporting ceiling equipment
- d. Soil and drain piping
- e. Vent piping
- f. Cable tray
- g. Supply, return and outside air ductwork
- h. Exhaust ductwork
- i. HVAC water and steam piping
- j. Condensate piping
- k. Fire protection piping
- l. Natural gas piping
- m. Medical/Laboratory gases
- n. Domestic water (cold and hot, softened, treated)
- o. Refrigerant piping
- p. Electrical conduit

- G. Coordinate mechanical systems with transport systems as required to maintain transport systems right-of-way.
- H. Provide concrete housekeeping pads and equipment bases for the following: outdoor equipment on grade, indoor floor mounted equipment in mechanical rooms and penthouse equipment rooms. Housekeeping pads shall be four inches high, or taller where needed to meet requirements for condensate drains. Housekeeping pads shall extend a minimum 6 inches beyond the equipment or supported member in all directions. Provide pads with half-inch chamfer on all exposed edges, placed and finished smooth and level to ensure proper and continuous support for the bearing surfaces of equipment. Housekeeping pads shall be constructed out of 3000 psi minimum, standard weight concrete internally reinforced with rebar. Refer to structural drawings for additional requirements.
- I. Provide prefabricated, factory insulated curbs for roof-mounted equipment, a minimum of 12 inches in height above finished roof surface. Provide curb pitches to match roof slope where required.
- J. Where piping or ductwork penetrates a floor, ceiling or wall, provide fire stopping insulation, sealed airtight, to close off penetration space between pipe, ductwork, and adjacent work. Provide escutcheon covers at both sides of penetration.

### **3.3 CUTTING AND PATCHING**

- A. General: Cut and patch walls, floors, etc., resulting from work in existing construction or by failure to provide proper openings or recesses in new construction.
- B. Methods of cutting: Openings cut through concrete and masonry shall be made with masonry saws and/or core drills and at such locations approved by the Architect/Engineer. Impact type equipment shall not be used except where specifically approved by the Architect/Engineer. Openings in precast concrete slabs for pipes, etc., shall be core drilled to exact size.
- C. Restoration: All openings shall be restored to "as new" condition under the appropriate Specification Section for the materials involved, and shall match remaining surrounding materials and/or finishes.
- D. Masonry: Where openings are cut through masonry walls, provide and install lintels or other structural supports to protect the remaining masonry. Adequate supports shall be provided during the cutting operation to prevent any damage to the masonry occasioned by the operation. All structural members, supports, etc., shall be of the proper size and shape, and shall be installed in a manner approved by the Architect/Engineer.
- E. Plaster: All mechanical work in areas containing plaster shall be completed prior to the application of the finish plaster coat. Cutting of finish plaster coat will not be permitted.
- F. Special Note: No cutting, boring, or excavating which will weaken the structure shall be undertaken.

### **3.4 PAINTING**

- A. Paint exposed equipment and materials per the contract documents and the requirements of any specification supplied for Finishes.

### **3.5 CONNECTIONS FOR OTHERS**

- A. The Mechanical Contractor shall rough in for and make all process water, chilled water, hot water, steam, and ventilation connections to all fixtures, equipment, machinery, etc., provided by others in accordance with detailed roughing in Drawings provided by the equipment suppliers, by actual measurements of the equipment connections, or as detailed.
- B. After the equipment is set in place, this Contractor shall make all final connections and shall provide all required pipe, fittings, valves, traps, etc.
- C. Install a shutoff valve in each service line connected to a piece of equipment.
- D. All pipe fittings, valves, traps, etc., exposed in finished areas and connected to chrome plated lines provided by others shall be chrome plated to match.
- E. Provide all sheet metal ductwork, transition pieces, etc., required for a complete installation of vent hoods, fume hoods, etc., provided by others.

### **3.6 ELECTRICAL WIRING OF MOTORS AND EQUIPMENT**

- A. The electrical trades shall provide all interconnecting wiring for the installation of all power. The electrical trades shall provide all disconnect switches as required for proper operation, as indicated on the Drawings or required by applicable code. All motor starters not specifically scheduled or specified as being provided by the equipment manufacturer shall be supplied by this Contractor.
- B. The Mechanical Trades shall provide complete wiring diagrams indicating power wiring and interlock wiring. Diagrams shall be submitted to the Architect/Engineer for review within thirty (30) days after the submittals for equipment have been reviewed. Diagrams shall be based on accepted equipment and shall be complete full phase and interlock control Drawings, not a series of manufacturer's individual diagrams. After these diagrams have been reviewed by the Architect/Engineer, copies shall be transmitted to the Electrical Trades by the Contractor. They shall be followed in detail.

### **3.7 DEMOLITION AND RELOCATION**

- A. The Contractor shall modify, remove, and/or relocate all materials and items so indicated on the Drawings or required by the installation of new facilities. All removals and/or dismantling shall be conducted in a manner as to produce maximum salvage. Salvage materials shall remain the property of the Owner unless designated as 'scrap' by the Owner in which case they are the property of the Contractor and shall be transported and disposed. Materials and/or items scheduled for relocation and which are damaged during dismantling or reassembly operations shall be repaired and restored to good operative condition. The Contractor may, at his discretion, and upon the approval of the Owner, substitute new materials and/or items of like design and quality in lieu of materials and/or items to be relocated.
- B. All items which are to be relocated shall be carefully removed in reverse to original assembly or placement and protected until relocated. The Contractor shall clean and repair and provide all new materials, fittings, and appurtenances required to complete the relocations and to restore to good operative order. All relocations shall be performed by workmen skilled in the work and in accordance with standard practice of the trades involved.
- C. When items scheduled for relocation and/or reuse are found to be in damaged condition before work has been started on dismantling, the Contractor shall call the attention of the Owner to such items and receive further instructions before removal. Items damaged in repositioning operations are the Contractor's responsibility and shall be repaired or replaced by the Contractor as approved by the Owner, at no additional cost to the Owner.
- D. Service lines and wiring to items to be removed, salvaged, or relocated shall be removed to points indicated on the Drawings, specified, or acceptable to the Owner. Service lines and wiring not scheduled for reuse shall be removed to the points at which reuse is to be continued or service is to remain. Such services shall be sealed, capped, or otherwise tied off or disconnected in a safe manner acceptable to the Owner. All disconnections or connections into the existing facilities shall be done in such a manner as to result in minimum interruption of services to adjacent occupied areas. Services to existing areas or facilities which must remain in operation during the construction period shall not be interrupted without prior specific approval of the Owner as hereinbefore specified.

### 3.8 TESTING

- A. When any piece of mechanical equipment is operable and it is to the advantage of the Contractor to operate the equipment, Contractor may do so, provided that Contractor properly supervises the operation, and has the Owner's written permission to do so. The warranty period shall, however, not commence until such time as the equipment is operated for the beneficial use of the Owner, or date of Substantial Completion, whichever occurs first.
- B. Regardless of whether or not the equipment has or has not been operated, the Contractor shall properly clean the equipment, install clean filter media, properly adjust, and complete all deficiency list items before final acceptance by the Owner. The date of acceptance and performance certification will be the same date.
- C. Before the Work is accepted, an authorized representative of the manufacturer of the installed materials and/or equipment shall personally inspect the installation and operation of manufacturer's materials and/or equipment to determine that materials and/or equipment are properly installed and in proper operating order. The qualifications of the manufacturer's representative shall be appropriate to the technical requirements of the installation. The qualifications of the manufacturer's representative shall be submitted to the Owner for approval. The decision of the Owner concerning the appropriateness of the manufacturer's representative shall be final. Testing and checking shall be accomplished during the course of the Work where required by Work being concealed, and at the completion of the Work. In addition, the Contractor shall submit to the Architect/Engineer a signed statement from each manufacturer's representative certifying as follows: **"I certify that the materials and/or equipment listed below have been personally inspected by the undersigned authorized manufacturer's representative and is properly installed and operating in accordance with the manufacturer's recommendations."**
- D. Check inspections shall include piping, equipment, insulation, controls, wiring and such other items and systems components hereinafter specified or specifically designated by the Architect/Engineer.
- E. The Contractor shall execute, at no additional cost to the Owner, any tests required by the Owner or the National Fire Protection Association, ASTM, etc. Standards listed. The Contractor shall provide all equipment, materials and labor for making such tests. The Owner will pay reasonable amounts of fuel and electrical energy costs for system tests. Fuel and electrical energy costs for system adjustment and tests, which follow Substantial Completion by the Owner, will be borne by the Owner.
- F. Notify the Owner's Project Manager and/or GCS and the Architect/Engineer in writing at least seven (7) working days prior to each test and prior to other Specification requirements requiring Owner and Architect/Engineer to observe and/or approve tests.
- G. All tests shall have pertinent data logged by the Contractor at the time of testing. Data shall include date, time, personnel performing, observing and inspecting, description of the test and extent of system tested, test conditions, test results, specified results and other pertinent data. Data shall be delivered to the Architect/Engineer as specified under "Requirements for Final Acceptance." The Contractor or Contractor's authorized job superintendent shall legibly sign all Test Log entries. For pipe testing requirements see the specific piping specification or standard.

### 3.9 TRAINING

- A. Operating and Maintenance Manuals and instruction shall be provided as specified under General Requirements, Division 01.
- B. Specific training and operating instructions for individual equipment components shall be as specified in the project scope documents.

**END OF SECTION 23 00 00**

## **GENERAL TERMS AND CONDITIONS**

While effort has been made to separate substantive and procedural matters through the division of a solicitation or agreement into various parts, the distinctions between such categories are not always exact. Consequently, offerors are advised that all contents of a solicitation or agreement will constitute the substantive terms and conditions of the relationship, if any occurs, between the offeror and the District in accordance with this document.

### **DEFINITIONS**

The terms, “vendor”, “contractor”, “prime contractor”, “contractor”, “firm”, “offeror”, “proposer”, “responder”, “supplier”, “entity” or “bidder” may be used interchangeably and refers to the entity offering a bid/proposal. These terms are defined as including a legal business association of one (1) or more persons existing at the time of the bid/proposal submission. The terms “solicitation”, “Invitation for Bid”, “Bid”, “Request for Proposal”, “Proposal”, “Quotation”, “Quote” may be used interchangeably and refers to the solicitation. The term “Agreement” means any transaction or contractual arrangement contemplated or created as a result of, arising out of, or relating to the solicitation and subsequent award. The terms, “The School District of Greenville County”, “Greenville County Schools”, “Customer”, “Owner”, “District”, “SDGC”, “GCSD”, “GCS”, “Board of Trustees” and “Board” may be used interchangeably and refers to the entity issuing the solicitation, receiving and reviewing the proposals and issuing an award. The term “Day” or “Days” refers to calendar days, unless noted otherwise.

### **GOVERNING LAW**

The contractor or offeror shall comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to bid and/or conduct business in said State. By signing an Agreement or by offering a bid or proposal or agreement, contractor agrees to subject itself to the jurisdiction and process of the District’s Procurement Code and Regulations, the courts of the State of South Carolina or federal courts as to all matters and disputes arising or may arise under and in regard to the solicitation, Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

The solicitation and/or Agreement and any dispute, claim or controversy relating to the solicitation and/or Agreement shall, in all respects, be interpreted, construed, enforced and governed by and in accordance with the Procurement Code and Regulations of The School District of Greenville County and the laws of the State of South Carolina. All disputes, claims or controversies relating to the Agreement shall be resolved exclusively by the District’s Chief Procurement Officer or Purchasing Agent/Procurement Director in accordance with Article XIV of The School District of Greenville County’s Procurement Code or in the absence of jurisdiction, the Court of Common Pleas for, or a federal court located in, Greenville County, State of South Carolina. Contractor or offeror agrees that any act by the District regarding the solicitation and/or Agreement is not a waiver of either the District’s sovereign immunity or the District’s immunity under the Eleventh Amendment of the United States’ Constitution. As used in this paragraph, the term “Agreement” means any transaction, contract, understanding or agreement arising out of, relating to, or contemplated by the pertinent solicitation and/or agreement between the proposer and the District.

The District shall not accept, enter into or sign any proposed agreement(s), document(s), offer(s), contract(s), leases(s) and/or provision(s) that materially conflicts with the District’s General Terms and Conditions, the requirements of a solicitation or which are determined not to be in the best interest of the District.

The solicitation and the District’s General Terms and Conditions shall govern and take precedence as the contract between the District and the awarded entity. The terms of the agreement between the District and the successful/awarded entity shall comply with the requirements contained in this solicitation and the District’s General Terms and Conditions.

### **CONTRACTUAL NEGOTIATIONS**

Contract negotiations, if applicable, may be started at the District’s discretion, with the apparent successful offeror. If any points/issues exist that cannot be resolved, so that a final contract, to the mutual satisfaction of all parties, can be reached, negotiations may be initiated with the next qualified offeror. All contractual documents submitted will be subject to approval of the District.

### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE**

- (a) Any contract resulting from this solicitation shall include the following documents: (1) a Record of Negotiations, if any, executed by the vendor and the District, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as may be amended, (4) modifications, if any, to an offer, if accepted by the District, (5) the vendor’s offer, (6) any statement reflecting the District’s final acceptance

(award), (7) purchase orders, and (8) any related contracts or agreements executed by the District and the proposer. These documents shall be read to be consistent and complimentary. Any document signed or otherwise agreed to by persons other than the Executive Director of Finance or a Procurement Officer shall be void and of no effect.

#### OFFEROR RESPONSIBILITY

The offeror is the entity that is proposing or offering to perform work or supply service(s) and/or material(s) to the District. Each offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this solicitation or agreement. The omission of an offeror to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such offeror of any obligation with respect to the proposal or to any contract resulting from a solicitation or agreement. Offerors are notified that failure to inspect, familiarize or otherwise gather information as to the total cost to the District will, in addition to any and all other remedies available, create cost difference liabilities and claims against the ultimately successful contractor. Offerors shall notify the District of all costs reasonably expected.

#### BID/PROPOSAL/AGREEMENT CONSTITUTES OFFER

By submitting a bid/proposal or agreement, the offeror agrees to be governed by the terms and conditions as set forth in the solicitation document or proposed agreement and the District Procurement Code and Regulations. Any bid or proposal response or proposed agreement containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such bid or proposal or agreement non-responsive. Any inconsistencies between the solicitation and any other contractual instrument shall be governed by the terms and conditions of the solicitation or proposed agreement, except where subsequent amendments to any contract resulting from the award are specifically agreed to in writing by the parties in order to supersede any such provisions of the solicitation or other contractual document.

#### SPECIFICATIONS MANDATORY

The offeror must meet all of the mandatory specifications and requirements set forth in the solicitation or proposed agreement. By incorporating said specifications into the offeror's response, subject to acceptance by the District of any amendments hereto as submitted by the offeror, the offeror is agreeing to comply with said solicitation specifications or agreement. Failure to provide mandatory evidence of capability will result in a low evaluation ranking of the offeror's bid/proposal. Items designated as evaluation factors will be evaluated and rated in accordance with the evaluation criteria, if applicable.

#### INQUIRIES

Every effort has been made to ensure that all information needed by an offeror is included herein. If an offeror finds that it cannot provide a response without additional information, it may submit written questions to the person designated herein on or before the deadline set forth in the solicitation. Questions shall not be accepted by the District after the specified date. All replies to questions will be in writing and contained within an addendum. When a question received by the District is found to be previously and sufficiently addressed in the solicitation, that question will be returned to the proposer with a reference to the part of the solicitation containing the answer. All questions and written replies will be distributed to all known interested firms and individuals via an addendum and will be regarded as a part and parcel of the solicitation.

#### AMENDMENTS OR ADDENDA

If it becomes necessary to revise any part of the solicitation or agreement, amendments in the form of an addendum will be provided in writing to all known, interested firms and individuals.

ALL AMENDMENTS TO AND INTERPRETATIONS OF A SOLICITATION SHALL BE IN WRITING. THE DISTRICT SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT, ADDENDUM, INFORMATION OR INTERPRETATION THAT IS NOT IN WRITING.

#### COMPANY EXPERIENCE AND REFERENCE ACCOUNTS

If requested, interested firms and individuals must provide reference accounts where the services and/or equipment/material(s) offered were similar to the services and/or equipment/material(s) requested in the solicitation. The intent is to show company experience in receiving contracts for, and delivery of, goods and services similar to those proposed. Information should include the name, address, telephone number, and title of the person to contact for inquiry as to the proposer's experience and performance. Referenced accounts must not be company owned or an affiliate of the bidder or proposer.

The District reserves the right to consider historic information and facts about the bidder or proposer, whether gained from the submitted response, question and answer conferences, references or any other source, during the evaluation process.

#### SOLICITATIONS/AGREEMENTS SIGNED

All submittals shall be signed by a representative of the entity authorized to commit to the provisions of the submittal. Unsigned bids/proposals will be rejected unless an authorized representative is present at the bid/proposal opening and provides the needed signature, provided that the discovery is made prior to the recording of the contractor's bid/proposal. Any proposed and agreed upon contract shall be signed by an authorized representative of the offeror.

#### PUBLIC OPENING

All bids/proposals received in response to a solicitation will be recorded publicly at the time and place specified in the solicitation. The name of each offeror shall be announced, recorded and made available for scheduled public inspection.

#### POSTING OF AWARD

Solicitation awards shall be posted in the District's Procurement Department located at 2 Space Drive, Taylors, South Carolina. Awards may be viewed during normal business hours. The Procurement Department may be contacted to determine if a particular award has been posted.

#### RIGHT TO PROTEST

Any prospective bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within fifteen (15) calendar days of the date of issuance of the Invitation for Bid/Request for Proposal or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue.

Any actual bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within fifteen (15) calendar days of the Posting Date as noted on the award document.

PROTEST RIGHTS -- The provisions of Article XIV Section A of the District Procurement Code shall not apply to contracts which are less than \$ 25,000 in total.

A protest shall be submitted in writing to the Purchasing Agent/Director of Procurement, The School District of Greenville County, 2 Space Drive, Taylors, South Carolina 29687 and shall set forth the grounds of the protest, evidence to support the protest and the relief requested with enough particularity to give notice of the issues to be decided.

It shall be agreed that the District may exercise its right to require a protest bond or irrevocable letter of credit from a protesting party when applicable.

#### CLARIFICATIONS

The District reserves the right, at any time after opening and prior to award, to request from any apparently responsible bidder or proposer, clarification(s) of the bid/proposal submitted to the District, address questions or to seek or provide other information regarding the offeror's submittal/response. This process may be used for such purposes as providing an opportunity for the offeror to clarify its bid/proposal in order to assure mutual understanding and to determine acceptability.

#### PURCHASE ORDERS

Contractor shall not perform any work prior to the receipt of a Purchase Order from the District. The District shall order any supplies or services to be furnished via a solicitation method by issuing a Purchase Order. Purchase Orders may be used to elect any options available pursuant to a solicitation; e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of the solicitation.

#### PATENT AND COPYRIGHT LIABILITY

If notified promptly in writing by the District of any actions (and all prior claims relating to such action) brought against the District, based on a claim that the District's use of the services or any products offered, including software, infringes a United States patent or copyright, the contractor will defend and indemnify the District in such action at its expense and will pay the costs and damages awarded in such action, provided that the contractor shall have sole control of the defense of any such action and all negotiation for its settlement or

compromise. The District shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the contractor without its written consent. If principles of government or public law are involved, the District may participate in the defense of any action. If, in the opinion of the contractor, the products furnished there under are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the contractor may, at its option and expense, (a) obtain the right for the District to continue to use such goods; or (b) substitute, with prior notice and District approval, for the alleged infringing products other equally suitable products that are satisfactory to the District; or (c) take back, with District approval, such products, provided however, that the contractor will not exercise option (c) until the contractor and the District have evaluated options (a) and (b). In such event, contractor will reimburse the District for the purchase price of any goods removed pursuant to option (c).

#### TAXES

Prices shall include all applicable taxes unless otherwise noted. The current tax rate in South Carolina is six percent (6%). In the event that the contractor fails to pay or delays in paying to any taxing authorities sums paid by the District to the contractor, the contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.

#### PRICE ADJUSTMENT

Any request for price increase must be submitted to the user location and the District's Procurement Department by the contractor at least sixty (60) calendar days prior to any proposed contract extension. The price increase will only become effective if agreed to in writing by the District's Procurement Department. The maximum increase shall not exceed three percent (3%) or the adjusted percent change from the previously reported period shown in the Producers Price Index (PPI), or in the Consumer Price Index for all urban consumers (CPI-U), whichever is less at the time of renewal.

#### TERMINATION BY DISTRICT

##### Termination for Non-appropriations:

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, or there is no further need for the equipment, material(s), service(s) and program products to satisfy the need for which same were acquired herein, then the District shall promptly notify the contractor of such occurrence, and this Agreement shall create no further obligation of the District as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the District of any kind whatsoever.

Subject to the provisions below, any contract resulting from this solicitation, or any portion thereof, may be terminated by the District providing a sixty (60) calendar day advance notice in writing is given to the contractor, unless the District agrees to a different notice period.

#### SUSPENSION BY DISTRICT

The District reserves the right to suspend Contractor's work, with or without cause, upon three (3) calendar day's written notice. If the suspension was not due to any default by Contractor, the District will reasonably and equitably adjust the amount(s) to be paid to Contractor when work is resumed.

#### TERMINATION BY CONTRACTOR

Requests for termination of a contract by the contractor must be received in writing by a District Procurement Officer at least sixty (60) calendar days prior to the requested contract termination date.

#### WAIVERS

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 as a waiver of any subsequent right, obligation, or default.

#### APPROVAL OF PUBLICITY RELEASES

The contractor shall not have the right to include the District's name in its published list of customers or use of the District or individual school logo without prior approval of the District. The contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further 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 District without the written consent of an authorized District official.

#### AFFIRMATIVE ACTION

The successful bidder shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Vendors shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin, or physical disability. Vendors should provide information regarding the use of minority subcontractors if applicable or if requested by the District. Assistance to minority and disadvantaged firms and individuals is available in accordance with the District's Minority Business Enterprise Utilization Plan. Vendors should contact the Procurement Department with questions regarding this plan.

#### BANKRUPTCY

(a) Notice. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) calendar days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

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

#### INDEMNIFICATION

The School District of Greenville County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials or equipment furnished by the contractor or actions by the contractor, provided that such liability is not attributable to negligence on the part of the District or failure of the District to use the materials in the manner outlined by the contractor.

**The District shall not indemnify and/or hold harmless any proposing entity or its representatives as this action is not statutorily allowed by South Carolina law.**

#### CONTRACTOR RESPONSIBILITY

The contractor alone will be held solely responsible to the District for performance of all contractor obligations under any contract resulting from the awarded solicitation.

The contractor warrants that services will be provided in a professional manner. The contractor shall be responsible for the full performance of any subcontractors and/or suppliers and the District shall rely solely upon said contractor for project compliance and proper contractual performance.

#### CONTRACTOR'S USE OF DISTRICT PROPERTY

Upon termination of the contract for any reason, the District shall have the right to possession of all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work. All District property and information is to be considered confidential in nature and shall not be disseminated or transferred without the District's written authorization.

#### **IMPORTANT: Student and Staff Safety**

The awarded entity shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the solicitation requirements/awarded Scope of Work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

Persons who are identified as a Sex Offender or violator as defined by the South Carolina Code of Laws (Ann. 2006), Paragraph 223-3-400 or other statute or any other states' statutes; are prohibited from entering any of The School District of Greenville County schools at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the contractor or any subcontractor who are under investigation or



have been charged with crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

While performing under this solicitation and subsequent award, a firm/individual/supplier who delivers material and/or a service to a District site at the direction of a contractor and/or a subcontractor shall be considered under the supervision of the contractor and/or subcontractor and shall be in compliance with this requirement. Contractor's and subcontractor's employees are not to interact with students at any time. Contractor's and subcontractor's employees are not to be in areas where students are present or may be present without prior authorization from the school's principal or designee.

Failure by the awarded firm, its subcontractors or any representative of the contractor or subcontractor to observe this requirement or any violation of this solicitation's requirements shall result in the immediate termination of any existing contract and no penalty or other costs shall be levied against the District.

NOTE: All personnel entering District property and/or having contact with students or staff on District property shall be subject to a South Carolina State Law Enforcement Division (SLED) background/criminal check/investigation prior to being allowed entry or the performance of any duties. All schools have automated equipment which allows instant verification of an individual's status.

#### **IMMIGRATION REQUIREMENTS**

By signing the bid or proposer, the bidder or proposer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the bidder and/or its subcontractors or sub-subcontractors; or (b) that the bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." The bidder agrees to include in any contracts with its subcontractors, language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) to include in the subcontractor's contracts with the sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### **State and Federal Laws and Regulations**

The School District of Greenville County requires adherence and itself adheres to all applicable State and Federal laws and regulations including "2 CFR, Subtitle A, Chapter II Subpart D, 200.322 Domestic Preference for Procurement".

#### **Permits, Licenses and Taxes**

The bidder shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the District or under contract with the District, shall acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the District. It is recommended that firms contact the following to learn of any pertinent requirements or licenses:

The South Carolina Secretary of State's office ([www.scsos.com](http://www.scsos.com))  
The South Carolina Department of Revenue  
The South Carolina Department of Labor, Licensing and Regulation  
The City of Greenville, South Carolina

The District shall not interpret the requirements of other public entities on behalf of the proposer.

Firms shall obtain all necessary permits and licenses required by local, state and Federal law prior to any award or agreement and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the undersigned Procurement Officer shall be notified immediately.

The awarded entity shall pay all excise taxes, retail taxes and other fees imposed. The entity assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the District's administrative officials.

By submitting a bid/proposal the bidder/proposer affirms that it shall possess and maintain all required license(s) prior to award and throughout the period of performance.

#### INSURANCE

Contractor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from a solicitation and/or contract.

#### CONTRACTOR'S LIABILITY INSURANCE

(1) 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 the types of 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: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.

#### **COMMERCIAL GENERAL LIABILITY:**

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

#### **BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):**

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

#### **WORKER'S COMPENSATION:**

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names the District as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary,

with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. (5) Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. (6) The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

#### INDEMNIFICATION - THIRD PARTY CLAIMS

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow the Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow the Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with the Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

#### ASSIGNMENT

No solicitation response, contract or any of its provisions may be assigned, sublet, or transferred without the prior written consent of the District.

#### PAYMENT

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

#### INTELLECTUAL PROPERTY INFRINGEMENT

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The District shall allow the Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The District shall allow the Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against the District's use of any acquired item, or if in the Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, the Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for the District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the District. If neither (1) nor (2), above, is practical, the District may require that the Contractor remove the acquired item from the District, refund to the District any charge(s) paid by the District, and take all steps necessary to have the District released from any further liability. (c) the Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by the Contractor's compliance with specifications furnished by the District unless the Contractor knew or reasonably had prior knowledge or suspected its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by the Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to the Contractor and failed to identify such product to the Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's

obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

#### OWNERSHIP OF DATA & MATERIALS

All data, information, material and documentation either specially prepared by Contractor for the District or provided by the District pursuant to this solicitation shall belong exclusively to the District.

#### PRIVACY – WEB SERVICES

The offeror agrees that any information acquired by about individuals or businesses which are available to the offeror as a result of the performance of this solicitation award/contract shall not be retained beyond the end of the term of the contracted project without the express written consent of the District. Such information shall not be sold, traded, or released in any form to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, the contractor shall provide written confirmation of compliance with this clause.

#### PROPRIETARY SOFTWARE (WHEN APPLICABLE)

##### Definition

Proprietary software is defined as data programs, non-custom written, non-made for hire software supplied by the contractor on a magnetic tape, disk, semiconductor device or other memory device; or system memory including hard wired logic instructions, microcode and documentation used to describe, maintain and use the programs.

##### License

The District is hereby granted a non-exclusive, fully paid perpetual license to use the contractor's proprietary software associated with the materials and/or hardware acquired, but only in conjunction with the material, equipment and/or service purchased pursuant to this Agreement.

##### Title

Title to any proprietary software, provided by the contractor to the District will remain with the contractor.

##### Trade Secrets

The District agrees that proprietary software is a trade secret of the contractor. The District agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the District for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the District without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

##### Source Code

In the event the contractor, at any point during the continued installation and operation of the equipment herein acquired, discontinues the conduct of business, or for any reason fails to continue to support the proprietary software; the District will be provided a copy of the source code for said proprietary software, at no expense to the District.

Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the District shall be provided a copy of the source code for said software within thirty days at no expense to the District.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media. The proprietary source code shall be deposited into the escrow account within fifteen (15) calendar days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. The contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. The contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the District may not sell, assign lease, or otherwise provide said source code(s) to any other person, firm or entity, regardless of modification, without the express written consent of the contractor, its successors, and assigns.

### CUSTOMIZED SOFTWARE

#### Definition

Customized software is defined as made-for-hire, custom written and customer specific computer programs developed for the District by the contractor or by employees or agents of the District on magnetic tape, disk, semiconductor device or their memory device or system memory including hard wired logic instructions, microcode; and documentation used to describe, maintain and use the programs and any and all of the foregoing created in conjunction with this contract.

#### Title

Title to the customized software rests in the District as set forth herein. The contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the District all intellectual elements of the customized software including, but not limited to, developmental, work product, notes, object and source codes and any other items or material regardless of form which would aid the District in understanding, using, maintaining, and enhancing the pertinent customized software.

#### Software Tools

The contractor shall provide to the District, simultaneous with its initial installation and any subsequent enhancements, upgrades, modifications, “patches”, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the District may require to maintain or to enhance the customized software. The price for said tools and the cost to train District personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor’s cost bid/proposal submitted to the District in response to the solicitation.

### ETHICS ACT

By submitting an offer, the vendor certifies that it is 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 a public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of a public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids/proposals – Section 8-13-1150.

Any questions regarding the aforementioned General Terms and Conditions shall be directed to The School District of Greenville County Procurement Department, 2 Space Drive, Taylors, South Carolina 29687, (864) 355-1279. Rev. 4-2021.