



## Procurement Department

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

## The School District of Greenville County

November 17, 2022

### **Invitation for Bid (IFB)**

Project Reference: **Onsite Wastewater Treatment System Operations at  
Ralph Chandler Middle School**

(IFB) No: **322-80-12-14**

Bid Due: **December 14, 2022 at 10:00 AM EST**

The School District of Greenville County (SDGC) invites responsible firms to submit a SEALED BID to furnish and provide onsite wastewater treatment system maintenance and operation at Ralph Chandler Middle School, 4231 Fork Shoals Road, Simpsonville, South Carolina 29680.

The SDGC Grounds Department developed and approved the Solicitation Specifications and Scope of Work.

All Program work shall be performed in accordance with all Specifications, General Requirements, Scope of Work, miscellaneous sketches, drawings, and other contract documents provided or referenced under this solicitation. For a complete detailed description of the work, program documents should be consulted.

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.

#### **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 including a legal business association of one (1) or more persons existing at the time of the bid submission. The terms "solicitation", "Invitation for Bid", "Bid", "IFB", "Request for Proposal", "Proposal", "RFP", "Quotation", "Quote" may be used interchangeably and refers to the solicitation. The terms "Agreement", "Award" and "Contract" 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 term "Day" or "Days" refers to a calendar day, unless noted otherwise. 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 bid/proposal and issuing an award. The term "Day" or "Days" refers to calendar days, unless noted otherwise.

#### **Contract Term**

The initial term of the contract shall be from the date of award through December 31, 2023, with the option to extend for one (1) year annually, with a potential of five (5) years in total, if agreed to by SDGC and the successful proposers. The award and period of performance is valid annually and shall not exceed five (5) years in total. The contract may be awarded annually if agreed to by both parties.

## **Solicitation Schedule**

### **Inquiry Deadline:**

**November 30, 2022 at 10:00 AM EST**

### **Bids Due and Public Opening:**

**December 14, 2022 at 10:00 AM EST**

### **Inquiries**

Questions or comments regarding this solicitation document or the process shall be forwarded, **in writing**, to Mr. Jeffrey S. Knotts, Director of Procurement and Ms. Tonya A. Stroud, Senior Buyer, 2 Space Drive, Taylors, South Carolina 29687. Email addresses are: jknotts@greenville.k12.sc.us and tstroud@greenville.k12.sc.us Inquiries and comments shall be delivered to the Procurement Department no later than **November 30, 2022, at 10:00 AM EST**. Verbal questions/comments shall not be addressed at any time.

After the Inquiry Deadline, the District will issue an addendum to address any questions or changes. Any addenda will be posted on the Procurement Department website. Questions and comments received after the Inquiry Deadline will not be addressed.

**NOTE:** No other District personnel or representative of the District shall be contacted regarding this solicitation or the evaluation process. Vendors that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method, which is in writing to the Procurement Officer, shall have that firm's bid rejected. After the Inquiry Deadline, the District will issue an addendum to address any questions or changes. The District will not respond to late inquiries.

### **District Calendar & Information**

Proposers can obtain more information on the District, its calendar and standards by entering the District's website at [www.greenville.k12.sc.us](http://www.greenville.k12.sc.us).

### **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. Vendors should consult the District's INFOLine (864-355-3100) or local media regarding closures.

### **Program Documents**

Program Specifications are available for download on the Procurement Department website. Note that the solicitation, its Program Specifications and any future addendum may be posted and available for download on the SDGC Procurement Department website [www.greenville.k12.sc.us/Departments/procure.asp](http://www.greenville.k12.sc.us/Departments/procure.asp).

### **Pre-Bid Conference**

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

### **Jobsite Visits**

Potential bidders may visit the jobsite only by pre-scheduled appointment. To schedule an appointment, interested firms may contact Mr. Shane Windham, Director of Maintenance and Operations at (864) 355-1984 or by email at [swindham@greenville.k12.sc.us](mailto:swindham@greenville.k12.sc.us) **For all jobsite visits, prior appointments are required.**

For security reasons, all prospective bidders shall, immediately upon arrival at a jobsite, report to the site's front office. All visitors to Ralph Chandler Middle School shall show both business and government-issued photo identification at the school's front office and wear a site-issued visitor's pass during the site visit. Without

proper identification, no potential bidder may visit or inspect this project location. Each visitor shall be escorted on a location visit by a designated District employee.

**Note that a jobsite visit is an opportunity to review actual project conditions: a jobsite visit is *not* an opportunity to make verbal inquiries. Any bidder not adhering to the inquiry guidelines may cause their bid to be deemed nonresponsive.**

Jobsite visits are not mandatory, and are at the discretion of each bidder.

### **Program Specifications**

All equipment and supplies shall be provided in accordance with all terms, conditions and specifications contained or referenced in this solicitation. For a complete detailed description of the program, the Bid Form, and Program Specifications should be consulted. The Program Specifications are included in this solicitation.

Throughout the duration of this contract, contract specifications, terms and conditions shall not be modified in any manner without the express written permission of a District Procurement Officer.

When applicable, brand name, model names/numbers or equivalency descriptions are intended to be descriptive, not restrictive, and are used to indicate the quality and characteristics of the product(s) along with quantities requested that will be satisfactory and acceptable to the District. Vendors shall include with the bid, supporting product data for the District's use in determining the acceptability of the proposed product(s) or manufacturer(s). When requested, vendors who do not provide adequate supportive product/manufacturer data may be considered non-responsible and will not be considered for an award.

The District reserves the exclusive right to determine if minor deviations from the listed specifications are acceptable to the District. The District retains the exclusive right to determine what constitutes a deviation. The District reserves the exclusive right to determine the relative performance and acceptability of a service and/or product(s) when compared to the solicitation specifications.

### **Alternate Products**

The District has provided a descriptive standard for the products required. Requests for approval of alternate equipment, product, material or service shall be submitted to the undersigned Procurement Officer prior to the Inquiry Deadline. Sufficient documentation and proof or apparent equivalency shall be provided to the Procurement Officer in order for the District to make a determination of acceptability. The District is not required to ask for additional technical data; therefore, Vendors submitting such a request are advised to provide full technical information for the District's consideration.

The District reserves the exclusive right to determine the relative quality and acceptability of any proposed equipment, product, material or service when compared to the solicitation specifications. The District reserves the right to determine the acceptability of any proposed alternative service/product not requested in the invitation.

The District is not required to accept any alternate product or provide an explanation as to why an alternate product was not accepted. The District reserves the right to determine if minor deviations from the listed specifications are acceptable. The District reserves the exclusive right to determine what constitutes a deviation. A deviation is defined as a change from the stated solicitation requirements that shall have little or no material effect upon the required equipment and/or service.

Vendors shall furnish any other information the Vendor deems important for District review. The District is not required to accept any submitted, non-pertinent documentation. When applicable, the Vendor shall provide other information for any product/service that is bid. Pertinent information shall be provided with the bid so that the District may evaluate the bid properly.

**Vendor's Proposed Agreement, Contract, Lease and Terms & Conditions**

The School District of Greenville County's Procurement Code and Regulations govern and supersede any and all documents and policies, whether stated or implied. By submitting a solicitation response, the Vendor acknowledges that they have had the opportunity to inquire about the District's Procurement Code, this solicitation and other pertinent policy.

Should the Vendor require the District to sign any contract, any document and/or any agreement, the Vendor shall inquire in writing if the District would consider its proposed contract, document and/or agreement and shall provide such contract, document and/or agreement 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 Vendor is considered by the District to be responsible, the bid responsive or the services/equipment/materials acceptable.

The District shall not accept any proposed agreement, contract, lease, terms and conditions or any other contractual document which may be included with the bid or submitted separately, 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 Vendors and/or would materially change the solicitation. Software licensing agreements are included in this requirement.

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 Vendor shall comply with the requirements contained in this solicitation and the District's General Terms and Conditions which are incorporated herein.

Proposals or 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 non-responsive. The rights and authority to make such a determination is reserved solely to the Procurement Officers of the District's Procurement Department.

Interested Vendors that submit a bid or proposal 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 non-responsive by the District. Potential Vendors that cannot agree to the above conditions should not expect to have a proposal considered for an award.

**Instruction for submittal of Bids Responses**

All bids must be in a sealed envelope and have clearly marked on the envelope:

**Sealed Bid Enclosed**

**Project Reference: Onsite Wastewater Treatment System Operations at Ralph Chandler Middle School**

**IFB No. 322-80-12-14**

Mail or hand-deliver the bid to:

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

By submitting a solicitation response, the Vendor acknowledges that it has had the opportunity to inquire about the District's Procurement Code and Regulations, this solicitation and other pertinent District policy. If not submitting a bid, please submit a "NO BID" letter indicating the reason for not doing so.

The submitted sealed bid must be signed by an authorized individual who may bind the Vendor to provide the service(s) and/or product(s) in accordance with the specifications contained in this IFB.

The official time due time for a solicitation response is maintained according to the Time/Date Stamp located in the District's Procurement Department. All solicitation responses shall be received in the District's 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.

**Faxed or emailed bids shall not be accepted.**

**NOTE:** Vendors who hand deliver the bid 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 or individual.

**Responses that are in another District 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, Vendors may contact the District for directions. The District is not responsible for the Vendor'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.

Vendors may mail their bid, however the District 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.

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

**Bid Form**

Enclosed is the Bid Form to be used when submitting a bid. Only this Bid Form may be used. Do not change the Bid Form or insert a different unit of measure or unit of pricing.

Prices stated on the Bid Form shall remain in effect for a minimum of **ninety (90)** calendar days from the due date. Pricing submitted shall be inclusive of all costs that the bidder expects the District to pay.

Bidders must complete the Bid Form or insert the letters "N/A" if the bidder chooses not to submit a price. Failure to complete the form may cause the bidder to be determined non-responsive.

The bid price(s) shall include all materials, labor, rental equipment, rental tools, and consumables necessary to provide and deliver the product(s).

**NOTE:** Bidders that alter the Bid Form are qualifying the bid response and are subject to disqualification.

### **Vendor's Information**

A cover letter on the Vendor's corporate stationery should include any information the Vendor determines to be important regarding the evaluation of the bid.

### **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.

### **Liquidated Damages**

None required.

### **Bid Security**

None required.

### **Performance and Payment Bonds**

None required.

### **Subcontracting**

No portion of this contract shall be subleased, assigned, transferred, or conveyed without the expressed prior written approval from a SDGC Procurement Officer. Proposed subcontractors shall be identified in the bid.

### **Bid Response Certification**

Interested Vendors are hereby notified that a "Bid Response Certification" statement is included within the solicitation Bid Form and that by signing the certification statement, with no alterations allowed, the Vendor agrees to be bound by the terms and conditions of the solicitation and by the District's General Terms and Conditions included herein by reference. The Bid Response Certification statement that is included with this solicitation shall be signed and returned with the bid. Should a Vendor decide not to sign the Certification Statement, the reasons for the decision shall be noted on a separate page to be included within the sealed bid package.

An interested Vendor that submits 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 bid may be deemed nonresponsive by the District.

A Vendor who takes exceptions to any portion of this solicitation may be deemed "nonresponsible" and may not be eligible for an award. The rights and authority of such determination are reserved solely by the Procurement Officers of the District's Procurement Department.

### **Certification of Drug-Free Work Place**

Enclosed is the Certification of Drug-Free Work Place to be used when submitting a bid package. Only this form shall be used and it shall be completely filled out and returned within the sealed bid package.

## Evaluation of Bids

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

All bids will be reviewed for the purpose of determining responsiveness. Any bid that does not meet the salient requirements of the IFB will be deemed non-responsive. To determine responsibility, all information provided by the Vendor concerning its availability to perform fully the contract requirements, including the integrity and reliability of the Vendor, will be reviewed. This project is on a critical timeline, and a vendor's ability to provide the product within the specified period of time will be examined and included in the evaluation. The submission of a bid for review does not necessarily qualify the Vendor as being responsible or the bid as being responsive. Failure to provide specific information as requested for use in an evaluation will cause the bid to be disregarded.

The bid responses will be evaluated based on the factors as detailed in this solicitation. The Vendor(s) deemed by the District as responsible and who offer(s) the most advantageous rate(s) may be awarded the contract if all other terms and conditions are acceptable to the District and if in the District's best interest.

Vendors must clearly mark the words "**Confidential**" or "**Protected**" next to each section of the bid that the Vendor considers to be proprietary or may contain confidential information. In no manner or situation will pricing be considered confidential. The District shall have the sole, exclusive right to determine whether such confidential notations are valid and subject to public release.

The District may request written or oral clarifications of any offer received. However, the District may, at its sole discretion, refuse to accept in full or partially, the response or clarification given by any Vendor.

Vendors are cautioned that the evaluators are not required to request a clarification of the bid; therefore, **all offers should be complete and reflect the most favorable terms to the District.** The District reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the District.

It is understood and agreed that the bid is for the services and products specified or a District-approved equal. The District does not guarantee that the District will require any specified project or item.

The District reserves the right to accept or reject, in part or in entirety, any or all bids or portions of bids submitted by any Vendor and to waive any informalities or technicalities so as to purchase in the best interest of the District. The District reserves the right to interpret the acceptability of the proposed services and supplies when meeting the intent for use as determined by the end user.

The District reserves the right to negotiate with all responsible Vendors and to cancel in part or in entirety, this solicitation if it is in the best interest of the District. This solicitation does not commit the District to negotiate, hold discussions, award a contract, pay any costs incurred in the preparation of the response to this solicitation or to procure any services and/or supplies.

## Award

This is a Sealed Bid solicitation. The project will be awarded as **one (1) total lot** to the lowest pricing, responsible bidder whose responsive bid is in the best interest of the District and at the discretion of the District's evaluators. The District may conduct discussions with responsible Vendors 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. Any award shall encompass all of the requirements of the solicitation. The initial period of performance begins after issuance of a Purchase Order.

After the contract is awarded, no additional costs will be considered. Hidden or undisclosed costs will not be accepted.

The District cannot guarantee that any particular vendor will be selected or any business conducted as a result of this solicitation. The failure of a specific vendor to receive business, once an award has been made, shall not be grounds for contract controversy.

The award statement will be posted in the Procurement Department, 2 Space Drive, Taylors, South Carolina. The award will also be posted on the Procurement Department website. 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.

**Price Adjustment** (Revised 10/06/2021)

Any request for price increase must be submitted to the user location and the District's Procurement Department by the vendor at least sixty (60) calendar days prior to any proposed contract extension, but not before ninety (90) calendar days to the requested renewal contract term. 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 U.S. Department of Labor, Bureau of Labor Statistics, Southeast Consumer Price Index for All Urban Consumers (CPI-U), whichever is less at the time of renewal.

**IMPORTANT: Student and Staff Safety**

The successful Vendor 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 Vendor 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 Vendor and/or a subcontractor shall be considered under the supervision of the Vendor 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. Vendor'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 Vendor, its subcontractors or any representative of the Vendor 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 Vendor, 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.

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

The successful Vendor shall not permit its personnel, representative or any subcontractor or other personnel to possess upon District property or within any vehicle transporting students and staff, 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 vendor related actions involving or the 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.

### **Jurisdiction**

The District is not an agency of the state and is not governed by the South Carolina Consolidated Procurement Code and Regulations. The District is governed by its own Procurement Code and Regulations.

### **Contract Termination for Cause**

The District reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) 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 Vendor shall be a retained right. Termination costs levied against the District shall not apply and the thirty (30) calendar 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 an award/contract when the health and safety of students and staff are threatened or for the awarded firm's non-compliance with state law or the terms and conditions of the solicitation.

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 Vendor, the District reserves the right to purchase any or all services / items in default in the open market, charging the Vendor with any additional costs. The Vendor that is determined to be in default shall not be considered a responsible Vendor until the assessed charge as been satisfied.

### **Vendor's Relationship with the District**

The successful Vendor shall be independent of the District. None of the Vendor'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 Vendor for whom and at whose direction they shall act. No acts performed for or representations made, whether written or oral, by the Vendor to third parties shall bind the District. The Vendor 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 Vendor's employees.

The successful Vendor shall be responsible for any loss or damage to property (in the sole opinion of the District) owned by the District and in the Vendor'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 phone, copier, fax and postage expenses.

**Vendor Responsibility**

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

The District shall be entitled to audit the books and records of a Vendor 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 Vendor 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 authorized in writing by a District Procurement official.

Due care and diligence have been used in the preparation of the scope of work and/or 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 Vendor. The District will not be responsible for any errors or omissions in the Vendor's response nor for the failure on the part of the Vendor to determine the full extent of the solicitation requirements and exposures.

The Vendor may ask questions subject to the Inquiry Deadline and the previously stated inquiry instructions.

The successful Vendor shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Bidding 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 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.

**Use of District Name**

The awarded Vendor 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 Vendor shall make all of its contracts in its own name and the awarded Vendor shall be responsible for its financial obligations and contracts, not the District.

**Cooperative Purchasing (When applicable)**

The District'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 Vendor 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 Vendor shall hold harmless the District, 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 Vendor, its subcontractors or suppliers prior to project completion. Vendor requirements or requests for "up front", partial payment or pre-payment shall not be authorized. Vendor 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.**

### **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 Vendor 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."

### **Iran Divestment Act – Certification (Dec 2015)**

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [07-7A072-1].

### **Iran Divestment Act – Ongoing Obligations (Jan 2015)**

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

### **Bidder's Rights**

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 full day that the District is open for business.

### **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(Revised 10/13/22)**

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 Preferences for Procurements".

The successful vendor's work, end product, and/or services shall meet all local, state and federal requirements.

### **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 Vendors 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 Business License department (as applicable)
4. The County of Greenville

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

Vendors 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 Vendor shall pay all excise taxes, retail taxes and other fees imposed. The Vendor 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.

### **Contractor 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.

The firm and/or presenting agent must be duly licensed to do business in the State of South Carolina and Greenville County. The District recommends that Vendors contact the South Carolina Secretary of State office and the Greenville City business license office for more information. The District shall not interpret these requirements on behalf of the Vendor. The successful Vendor shall meet all Federal, state, and local statutes and other requirements prior to award of the project.

### **Indemnity**

NOTE: The Vendor 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 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.**

### **Certification Regarding Debarment and other responsibility matters (Dec. 2021)**

- (a) (1) By submitting an Offer, Vendor certifies, to the best of its knowledge and belief, that-
- (i) Vendor and/or any of its Principals-
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are not presently indicted or civilly for, or otherwise criminally charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (ii) Vendor has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Vendor shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Vendors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) If vendor is unable to certify the representations stated in paragraphs (a)(1), Vendor must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Vendor's responsibility. Failure of the Vendor to furnish additional information as requested by the Procurement Officer may render the Vendor non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Vendor knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.  
[02-2A035-1]

If not submitting a bid, please submit a "NO BID" letter indicating the reason for not doing so.

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

Jeffrey S. Knotts

Jeffrey S. Knotts

Director of Procurement

Cc: Mr. Shane Windham, Director of Maintenance and Operations

Mrs. Tonya Stroud, Senior Buyer

|             |                                       |             |
|-------------|---------------------------------------|-------------|
| Enclosures: | Certification of Drug-Free Work Place | ( 2 pages)  |
|             | Bid Response Certification            | ( 1 page)   |
|             | Program Specifications / Scope Work   | ( 38 pages) |
|             | Bid Form                              | ( 1 page)   |
|             | General Terms and Conditions          | ( 10 pages) |

**The School District of Greenville County (District)**

**Certification of a Drug-Free Workplace**

**IFB # 322-80-12-14**

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;

**The School District of Greenville County (District)**

**Certification of a Drug-Free Workplace**

**IFB # 322-80-12-14**

- (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.

\*\*\* Please return both page of this form. \*\*\*

**SDGC Solicitation/Contract Number: IFB No. 322-80-12-14**

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**Project Name: Onsite Wastewater Treatment System Operations at Ralph Chandler Middle School**

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



**BID RESPONSE CERTIFICATION**  
**Invitation for Bid (IFB) No. 322-80-12-14**

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As an authorized representative of the Bidder, I hereby certify that the costs and services stated in this bid are accurate and binding for not less than ninety (90) calendar days from the solicitation due date. All costs and charges are accurate and complete as stated in the bid are inclusive of all costs the District is expected to pay. If an award is not made within ninety (90) 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. No additional costs or payments to any entity, including the Bidder, shall be requested of the District due to any miscalculation, deficiency or other cause later discovered. 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.

---

Firm Name

---

Mailing Address (Line 1)

---

Mailing Address (Line 2)

---

Email Address

---

Telephone Number

---

/ Mobile Telephone Number

---

Printed Name of Authorized Representative

---

/ Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

**The School District of Greenville County  
Invitation for Bid (IFB) No. 322-80-12-14**

**Program Specifications for  
Onsite Wastewater Treatment System Maintenance and  
Operation at Ralph Chandler Middle School**

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**1. PURPOSE:**

The intent and purpose of this Invitation for Bid is to establish a term contract to provide maintenance and operating services that meet or exceed all local, state and federal laws, regulations and/or requirements. The successful contractor shall comply with all program specifications and requirements referenced or incorporated in this solicitation.

**2. SCOPE OF SERVICE**

A. **WORK INCLUDED:** The contractor shall provide all labor, materials, tools, equipment, supervision, and service required for the complete and satisfactory performance of requested work and services as specified, for the prevention of non-compliance notices. This work shall include, but not be limited to, maintain and provide daily operation of the wastewater treatment system and irrigation facility in accordance with the ND permit (South Carolina DHEC Permit No. ND0094808), provide monitoring results obtained at the frequency specified in the permit on the Discharge Monitoring Report Form (EPA Form 3320-11) completed, reviewed and submitted by the due date in the permit to Rogers and Callcott, Inc. for environmental compliance and DMR reporting to SCDHEC and copy The School District of Greenville County. Work to be performed on an annual cost basis, and unit price basis as indicated.

B. **DESCRIPTION OF TREATMENT PLANT:** The successful Contractor shall provide for the operation and maintenance of a 15,900 gallon-per-day "On-Site" Group III-B biological treatment plant and six-acre (6-ac.) drip irrigation facility requiring a grade "B" operator. This 15,900-gallon per day treatment facility consists of the following major operational units:

1. Supernatant collection tank
2. Two(2) 50gpm pumps
3. Equalization (20,000 gallon underground tank)
4. Small filtration system & associated pumps
5. Flow measurement
6. Denitrification (3000 gallon tank + filtration system)
7. Recirculation (20,000 gallon underground tank)
8. Filtration Pods
9. Odor Control System
10. Chlorination
11. .250 MG storage tank
12. Six Acre drip field (4 drip zones, 14 sub zones)
13. Flow measured with Seametrics in-line mag-meter.
14. 6 Ground monitoring wells

A copy of required DMR report, SCDHEC Land Permit for this treatment site, and drawings detailing the built structure, location, layout of drip field, and all components of the system, are attached to this solicitation. A copy of these drawings to review and have on hand is highly recommended.

C. **QUALITY OF WORKMANSHIP:** All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of Greenville County Schools. All work performed shall comply with all State and Federal regulations with regards to human safety. Contractor shall strictly adhere to all applicable statutes, laws, regulations, ordinances and guidelines, including, without limitation, those promulgated by EPA, OSHA, State of South Carolina, and Greenville County authorities. If requested work could violate any of these, submit to the district representative. A written ruling/response will be obtained that the contractor shall follow.

D. **PERSONNEL QUALIFICATIONS:** Personnel used for the performance of this work shall be a properly trained, grade "B" operator, and qualified for the work specified in this solicitation. The contractor is required to train their staff in all procedures, prior to starting any work on the jobsite. Greenville County Schools reserves the right to refuse to accept services from any personnel deemed by GCS to be unqualified, disorderly, or otherwise unable to perform assigned work. Contractor is solely responsible for performance and discipline of its employees.

E. **COMMUNICATION:** Provide management level contact for district representatives to discuss concerns regarding services or performances.

- 1) Each grade "B" operator assigned to do work at this facility must be able to communicate with any school staff, and the district's representatives, verbally and in writing, in English.
- 2) Contractor is solely responsible for performance and discipline of its employees.
- 3) The Contractor's grade "B" operator or other representatives shall inform the school's front office staff of its presence and purpose for any and all visits. Before beginning work at the District site, the Contractor is required to enter the school building by way of the Main/Front Office and shall record the names of the service operators/technicians on the visitor sign-in log. Sign-in and Sign-out shall be done upon entering and leaving District property.
- 4) When requested, the contractor shall cooperate with any ongoing investigation involving economic loss or damage to any district or school personnel property.
- 5) Notify the district representative of any unsafe condition seen and noted, that is outside of the scope of this specification.
- 6) Contractor shall have certified staff that is knowledgeable pertaining to this site, for 24 hour response to any emergencies or non-compliance issues either by site visit or phone communication during all days of the year.
- 7) The contractor will schedule all work so that noise and equipment operations do not affect teaching of classes, use of outside play or athletic areas, and parking lots.
- 8) All requested site meetings during the contract period, will be at no cost to GCS.

F. **SAFETY:** It is the Contractor's responsibility to ensure that all employees and suppliers are trained in proper safety procedures for the type of work to be performed.

- 1) Contractor will direct his employees, and suppliers to notify the owner immediately if they observe any unsafe work practices or conditions.
- 2) Contractor shall provide his employees with state-of-the-art safety equipment necessary to the work in a safe manner.
- 3) Ensure that any records, personal equipment, or tools used in the performance of the work are not accessible to any person not associated with this contract.
- 4) Contractor shall strictly adhere to all applicable statues, laws, regulations, ordinances and guidelines, including, without limitation, those promulgated by EPA, OSHA, State of South Carolina, and Greenville County authorities. The Contractor will be responsible for providing all notification signage with required information.
- 5) The Contractor shall take all precautions for safety of, and shall provide all protection to prevent damage, injury or loss to:
  - a. Persons and Students
  - b. Employees
  - c. Other property at the site or adjacent thereto, such as windows, structures, paved areas, fencing, utilities and vehicles.
- 6) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- 7) Contractor is responsible for providing proper signage, barricades, and other necessary devices to keep the site safe and protect the work being performed.
- 8) The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor. This includes performing work with equipment when the ground is wet and causing ruts/unevenness to surrounding areas.
- 9) The District is not responsible if the Contractor leaves his vehicle or equipment on District property. The District is not responsible for any damages to the Contractor's vehicle or equipment.
- 10) Leave all work areas in a clean and safe condition. Remove debris from District site on a daily basis and dispose at any approved disposal site.
- 11) Prior to the commencement of any work or during the work, GCS retains the right to inspect materials, plans, and work methods to ensure proper application.

G. **LIABILITY:** The School District of Greenville County will not bear any liability for injuries to agents or employees of the operating contractor or for any costs, damages, or fines resulting from the operating contractor's negligent performance of duty. Any issuance of fines from local, state, or federal authorities due to the negligence of the awarded contractor is at the sole expense of the contractor and not Greenville County Schools.

G. **INSURANCE:** Insurance required shall be written for not less than any limits of liability specified in the Contract documents (listed below) or required by laws of South Carolina, whichever is greater.

1) Workman's Compensation Insurance – Statutory, required of all contractors regardless of number of employees.

2) Comprehensive General Liability shall include: Contractor's liability, Owner's and Contractor's liability, and Contractual Liability, all having limits of not less than:

- Bodily Injury \$ 500,000 --- per occurrence  
\$1,000,000 --- aggregate
- Property Damage \$ 500,000 --- per occurrence  
\$ 500,000 --- aggregate

3) Comprehensive Automobile Liability shall include coverage for all owned, non-owned, and hired automotive equipment, all having limits of not less than:

- Bodily Injury \$ 500,000 --- per person  
\$1,000,000 --- per occurrence
- Property Damage \$ 200,000 --- per occurrence

4) Comprehensive Excess ("umbrella") coverage shall be provided in an amount of not less than \$1,000,000.

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

H. **SUBCONTRACTING:** No portion of this contract shall be subleased, assigned, transferred, or conveyed.

I. **PRICING:** The "Total Annual Cost" listed on the Bid Form shall be defined as the contractor's complete charges for twelve (12) months of operation and maintenance of the on-site wastewater system as detailed in this solicitation. Bid pricing submitted shall be inclusive of all costs that the bidder expects the District to pay. Bid prices shall be for turnkey services. The bid prices shall include all supervision, materials, labor, equipment, transportation, tools, taxes and consumables necessary to furnish On-site Wastewater System Maintenance and Operations at Ralph Chandler Middle School as detailed in the program specifications.

J. **INVOICING:** The Contractor shall provide the District with invoices within thirty (30) calendar days of work completion, at the end of the last month of every quarter of the Fiscal year. These quarters shall be:  
July 1<sup>st</sup> – September 30<sup>th</sup>  
October 1<sup>st</sup> – December 31<sup>st</sup>  
January 1<sup>st</sup> – March 31<sup>st</sup>  
April 1<sup>st</sup> - June 30<sup>th</sup>

Contractor shall note the District project location and service provided on each invoice. Contractor is to include a copy of any SCDHEC inspections or correspondences, and a copy of each daily log for those months of the invoiced quarter. Contractor shall send all invoices in duplicate to the following address:

The School District of Greenville County  
Director of Maintenance Operations  
Attn: Shane Windham  
2 Space Drive  
Taylors, South Carolina 29687

Or email invoice to chood@greenville.k12.sc.us

Invoices must be issued by the awarded bidder(s). The district representative will not be responsible for payment of invoices not billed after sixty (60) days of agreed invoice date. Any costs associated with a service older than sixty (60) days are not the responsibility of the location or the District.

**Important Note:** Invoices shall detail each charge by line item clearly displaying the basis for all charges.

The District does not pay from invoices with incomplete information or from statements.

The District shall not honor any charges for **minimum billings, mobilization charges, or travel/mileage charges**. Any bid or solicitation response which requires a minimum billing per trip, or a minimum billing per school, or a minimum billing per repair will not be considered.

**Payment**

The District's customary terms for payment of a problem-free invoice are net thirty (30) calendar days.

**3. LOCATION OF TREATMENT PLANT TO BE SERVICED**

Ralph Chandler Middle School  
4231 Fork Shoals Road  
Simpsonville, South Carolina 29680

**4. GENERAL DAILY OPERATION OF THE WASTEWATER TREATMENT SYSTEM AND IRRIGATION FACILITY SPECIFICATIONS**

**A. Summary**

- 1) The Contractor shall maintain and provide daily operation of the wastewater treatment system and irrigation facility in accordance with the ND permit (South Carolina DHEC Permit No. ND0084808)
- 2) Provide daily inspections and performance review of the wastewater treatment facility and drip irrigation facility by a certified grade "B" operator.
- 3) Services must comply with all applicable statues included in the Land Application Discharge Permit #ND0084808 set forth by SCDHEC, and all other applicable local, federal, and regulatory agencies, for the prevention of non-compliance notices to Greenville County Schools for the services performed by the contractor.
- 4) Monthly, provide any and all required samples, data, lab results, or information, to Rogers & Callcott, Inc. that they require for preparation of the DMR or other, even if there was no discharge.
  - a. Rogers & Callcott, Inc.  
Compliance Services  
Phone: (864) 232-1556, Ext. 145  
info@rogersandcallcott.com  
Postal address: PO Box 5655, Greenville, SC 29606-5655  
Shipping address: 426 Fairforest Way, Greenville, SC 29607
- 5) Availability of certified staff for 24 hour response to any emergencies or non-compliance issues during all days of the year.
- 6) Immediately upon determining any failure, breakage or defective equipment associated with the on-site wastewater treatment system and irrigation facility; notify the appropriate district personnel for immediate replacement. This includes any and all electrical, structural, pump, piping, or other mechanical structures determined to not be in proper working order. The district contact is the area maintenance master foreman:
  - a. Area Maintenance Master Foreman  
Office: 864-355-1577  
Cell: 864-449-9386  
Email: [ebannister@greenville.k12.sc.us](mailto:ebannister@greenville.k12.sc.us)  
OR: 864-449-8261, 864-355-1579
- 7) Provide and fulfill the required monitoring and sampling frequency as outlined in the monthly SC DHEC DMR report and as detailed below:
  - i. Dissolved Oxygen
  - ii. BOD – 5 Day
  - iii. pH
  - iv. Total Suspended Solids

- v. Ammonia – Nitrogen
  - vi. Nitrogen, Nitrate
  - vii. Flow in Conduit or thru Treatment Plant
  - viii. Fecal Coliform
  - ix. DMR example is shown in solicitation
- 8) Keep on-site, log, maintain, file, and be prepared to provide to SC DEHEC inspectors, Greenville County School representatives, Environmental Compliance Representatives from Rogers & Callcott: Operators Log, instrument calibration records, and effluent monitoring records, along with any other plant laboratory operations data.
  - 9) Provide and maintain all records of inspections at the facility.
  - 10) Use on site wastewater analyses data to determine process effectiveness to make sure that the biological processes provide for the proper stabilization of waste and meet or exceed effluent permit limits.
  - 11) Diagnose problems in the biological and chemical processes to determine appropriate and effective corrective procedures.
  - 12) Analyze and propose changes in equipment or use of materials which would result in cost reduction or more efficient operation.
  - 13) Work effectively, timely and courteously with the school district's professional service for environmental compliance – Rogers & Callcott, Inc.
  - 14) Monitor entire drip field for any damage to tubing and repair immediately
  - 15) Monitoring Wells are tested quarterly by other professional service.
  - 16) Any chemical used for maintenance and testing of the treatment facility shall be in compliance with SC DHEC, the land application discharge permit, recommendations of the system designer and manufacture, suggested by Rogers & Callcott, and local, state, and federal laws.
  - 17) All materials to be used will be used in accordance with manufactures recommendations including weather conditions.
  - 18) Pump, remove contents, and clean, the following tanks twice a year:
    - a. equalization tank
    - b. recirculation tank
    - c. dosing tank
  - 19) Remove 5000 gallons twice a year from main septic tank behind the school. This tank is forced main to the treatment system. Tank is to be pumped:
    - a. June
    - b. December
  - 20) Any removal of waste/sewage/sludge from the site must have a disposal permit documented and kept on-site
  - 21) Provide labor and materials to keep spray heads in treatment media pods, free and clear of debris and in designed working order.
  - 22) Include all cost for any and all chemicals needed for pH adjustments, chlorine disinfection, and other plant operations as needed.

#### **B. Submittals**

- 1) Submit copy of SC LLR Wastewater Treatment Plant Operators license
- 2) Listing of current contracts for the operation and maintenance of wastewater plant and irrigation facilities.
- 3) Copy of all insurance certificates including but not limited to Liability and Workman's Compensation
- 4) Upon the start of work, any and all required samples, data, lab results, or information, to Rogers & Callcott that they require for preparation of DMR or other, even if there was no discharge.
  - a. Rogers & Callcott, Inc.  
Compliance Services  
Phone: (864) 232-1556, Ext. 145  
info@rogersandcallcott.com  
Postal address: PO Box 5655, Greenville, SC 29606-5655  
Shipping address: 426 Fairforest Way, Greenville, SC 29607
- 5) Others as contained in solicitation specifications.

#### **C. Contractor Qualifications**

- 1) The contractor shall in good standing with South Carolina Department of Health and Environmental Control (SC DHEC), and the South Carolina Department of Labor, Licensing and Regulation (SC LLR).

- 2) Minimum of five (5) years' experience operating a wastewater treatment plant for contractor and staff.
- 3) Contractor shall be approved by the manufacturer of the materials to be used.
- 4) Submit any applicable industry professional memberships or certifications currently held.
- 5) The successful Contractor shall be licensed in the State of South Carolina to provide Operations and Maintenance for Group-III B wastewater treatment plants.
- 6) The successful Contractor shall have in its current employment the necessary certified Wastewater Treatment Plant Operators of Grade B or higher with support staff.
- 7) The successful Contractor shall have the proper and necessary laboratory equipment and the proficiency to perform all required field monitoring requirements as specified in the ND permit.
- 8) The successful Contractor shall be proficient in the monitoring of treatment plant and irrigation facility operations by means of remote and local electronic data transmittal.
- 9) Must be knowledgeable in SCDEC Land Application Discharge permits and the requirements therein.

**D. Delivery, Handling, and Storage of Materials to be Used**

- 1) Contractor is responsible for all logistics to receive and store materials at the location.
- 2) Contractor is responsible for all logistics, including chain of custody, for any and all material, samples, data, logs, information, that are required to perform specified work and reporting.
- 3) Contractor is responsible for any damaged materials and is required to remedy all issues to insure that material to be used is in accordance with manufacture's recommendations if compromised in any way.
- 4) Store and handle materials in accordance with manufacturer's instructions.
- 5) Keep materials in manufacture's original, unopened containers and packaging until application.
- 6) If any materials to be used are considered HAZARDOUS, the contractor is responsible for proper handling and disposal according to applicable regulations. The contractor is to notify the district representative if any material deemed as such is identified.
- 7) Contractor is responsible for any trash receptacles/dumpsters needed for disposal of any refuse or job created waste, along with removal from site after work has been performed, at own expense.

**E. Contractor Provisions**

- 1) Any necessary chemicals to conduct required sampling and testing.
- 2) Any necessary chemicals to support daily plant operations or compliance measures including odor control.
- 3) The proper and necessary laboratory equipment to perform all required field monitoring requirements as specified in the ND permit, to prevent any non-compliance notices to Greenville County Schools
- 4) Labor to repair any damage to dripline tubing
- 5) Any other equipment, tools, technology, chemicals, laboratory equipment, etc., deemed necessary to provide the services of the solicitation and for the prevention of non-compliance notices to Greenville County Schools.

**F. School District Provisions**

- 1) Water
- 2) Electrical power used in system operation
- 3) Upon immediate notification, the service, repair or replacement of system equipment such as pumps, motors, valves, electrical components, etc.
- 4) Drip line tubing and barbs for contractor to make repairs to drip field
- 5) Labor to keep irrigation facility as clear as possible of vines and underbrush

**5. ATTACHMENTS AND RECOMMENDED DOCUMENTS**

- A.** Blank Discharge Monitoring Report (DMR) Form (EPA Form 3320-1) with cover letter from Districts' Environmental Compliance professional service contractor Rogers & Callcott, Inc.
- B.** Example of Required Daily Log Reporting Form
- C.** Copy of Current Land Application Discharge Permit #ND0084808
- D.** Entire Facility Drawings are highly recommended for review. Drawings are attached with this solicitation.

PERMITTEE NAME/ADDRESS  
 NAME GREENVILLE COUNTY SCHOOLS  
 ADDRESS 2 SPACE DR  
 FAYLETS, SC 29687-2710  
 FACILITY RAJBE CHANDLER MIDDLE SCHOOL  
 LOCATION 4231 FORK SHOALS RD

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
 DISCHARGE MONITORING REPORT (DMR)  
 ND0084808 PERMIT NUMBER  
 0011 DISCHARGE NUMBER  
 MONITORING PERIOD  
 YEAR MO DAY FROM TO YEAR MO DAY

45 A2 FINAL LIMITS  
 DMR VALID: 08/01/2015 - 07/31/2025  
 NOTE: Read Instructions before completing this form

| PARAMETER                               | LAB ID: | SAMPLE MEASUREMENT PERMIT REQUIREMENT | QUANTITY OR LOADING |         |       | QUALITY OR CONCENTRATION |         |         | NO. EX | SEQUENCE OF ANALYSIS | SAMPLE TYPE |       |
|---|---------|---------------------------------------|---------------------|---------|-------|--------------------------|---------|---------|--------|----------------------|-------------|-------|
|   |         |                                       | AVERAGE             | MAXIMUM | UNITS | MINIMUM                  | AVERAGE | MAXIMUM |        |                      |             | UNITS |
| 00300 Dissolved Oxygen                  |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | GR    |
| 00310 BOD - 5 Day (20 Degrees C)        |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | 24    |
| 00400 Standard Units                    |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | GR    |
| 00530 Total Suspended Solids (TSS)      |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | 24    |
| 00610 Ammonia-Nitrogen                  |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | 24    |
| 00620 Nitrogen, Nitrate                 |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | 24    |
| 00630 Total (as) N                      |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | 24    |
| Flow in Conduit or thru Treatment Plant |         | PERMIT REQUIREMENT                    | *****               | *****   | ***** | *****                    | *****   | *****   | *****  | *****                | 01/30       | IN    |

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

I Certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT  
 AREA CODE NUMBER TELEPHONE  
 864-355-7792  
 DATE YEAR MO DAY



PERMITTEE NAME/ADDRESS  
 NAME GREENVILLE COUNTY SCHOOLS  
 ADDRESS 2 SPACE DR  
 TAYLORS, SC 29687-2710  
 FACILITY RALPH CHANDLER MIDDLE SCHOOL  
 LOCATION 4231 FORK SHOALS RD

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
 DISCHARGE MONITORING REPORT (DMR)

ND0084808 PERMIT NUMBER  
 0011 DISCHARGE NUMBER

FROM YEAR MO DAY TO YEAR MO DAY  
 MONITORING PERIOD

45 A2 FINAL LIMITS  
 DMR VALID: 08/01/2015 - 07/31/2025  
 NOTE: Read instructions before completing this form

| PARAMETER                                    | LAB ID: | QUANTITY OR LOADING  |         |       |         |         |         | QUALITY OR CONCENTRATION |       |       |       |                  |  | NO. EX | FREQUENCY OF ANALYSIS | SAMPLE TYPE |
|--|---------|--|---------|-------|---------|---------|---------|--------------------------|-------|-------|-------|------------------|--|--------|-----------------------|-------------|
|  |         | AVERAGE  | MAXIMUM | UNITS | MINIMUM | AVERAGE | MAXIMUM | UNITS                    |       |       |       |                  |  |        |                       |             |
| 74055<br>Fecal Coliform<br>General<br>MDOC-1 |         | MEASUREMENT  | *****   | ***** | *****   | *****   | *****   | *****                    | ***** | ***** | ***** | *****            |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   | *****   | ***** | *****   | *****   | *****   | *****                    | ***** | ***** | ***** | *****            |  |        |                       |             |
|  |         | SAMPLE MEASUREMENT   | *****   | ***** | *****   | *****   | *****   | *****                    | ***** | ***** | ***** | *****            |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   | *****   | ***** | *****   | *****   | *****   | *****                    | ***** | ***** | ***** | *****            |  |        |                       |             |
|  |         | SAMPLE MEASUREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | SAMPLE MEASUREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | SAMPLE MEASUREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | SAMPLE MEASUREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | SAMPLE MEASUREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | SAMPLE MEASUREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | PERMIT REQUIREMENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
| NAME/TITLE PRINCIPAL EXECUTIVE OFFICER       |         | I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations. |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
| TYPED OR PRINTED                             |         | SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |
|  |         | AREA CODE  |         |       |         |         |         |                          |       |       |       | TELEPHONE NUMBER |  | DATE   |                       |             |
|  |         | 864-355-7792   |         |       |         |         |         |                          |       |       |       |                  |  |        |                       |             |

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)



**Rogers & Callcott**  
ENVIRONMENTAL

Laboratory

Engineering

Assessment

Remediation

Air Quality

Compliance

August 4, 2017

Director of Operations  
2 Space Drive  
Taylors, SC 29687

By Email

Subject: NPDES DMR  
Ralph Chandler Middle School – Permit No. ND0084808

Dear [redacted]

Please find attached the monthly Discharge Monitoring Report for the July 2017 reporting period. The data contained in this report indicates that you appear to be in compliance for the parameters sampled.

Prior to mailing this report, the name and title of the signatory agent must be added. Additionally, the report must be signed in blue ink, dated and postmarked by the 28<sup>th</sup> of this month to:

SCDHEC  
Bureau of Water  
Compliance Assurance Division  
Permit and Data Administration Section  
2600 Bull Street  
Columbia, SC 29201

If you have any questions regarding this report, feel free to contact me at 864-335-4957.

Sincerely,  
ROGERS & CALLCOTT ENVIRONMENTAL

Laboratory Technical Director

\\WC-VMSRV03\Projects\14\08-108 (Ralph Chandler)\2017\0717\0717 cover.docx



# Land Application Discharge Permit

This State Permit Certifies That

***Greenville County Schools  
Ralph Chandler Middle School at 4231 Fork Shoals Road***

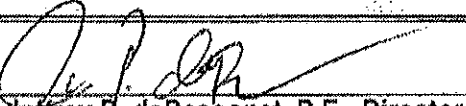
has been granted permission to discharge treated wastewater from a facility located at

***approximately ¼ mile southeast of the intersection of  
SC Highway 418 and Fork Shoals Road in  
Greenville County***

to property located at

***a 6-acre surface drip irrigation site adjacent to the treatment facility***

In accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I, II, III, IV and V hereof. This permit is issued in accordance with the provisions of the Pollution Control Act of South Carolina (S.C. Code Sections 48-1-10 et seq., 1976), Regulation 61-9 and with the provisions of the Federal Clean Water Act (PL 92-500), as amended, 33 U.S.C. 1251 et seq., the "Act."

  
Jeffrey P. deBessonnet, P.E., Director  
Water Facilities Permitting Division  
Bureau of Water

Issued: June 23, 2015

Expires<sup>1</sup>: July 31, 2025

Effective: August 1, 2015

Permit No.: ND0084808

<sup>1</sup> This permit will continue to be in effect beyond the expiration date if a complete timely re-application is received pursuant to Regulation 61-9.505.6 and signed per Regulation 61-9.505.22



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## PART I. Definitions

Any term not defined in this Part has the definition stated in the Pollution Control Act or in "Water Pollution Control Permits", R.61-9 or its normal meaning.

- A. The "Act", or CWA shall refer to the Clean Water Act (Formerly referred to as the Federal Water Pollution Control Act) Public Law 92-500, as amended means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended by Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, and Pub. L. 97-117, 33 U.S.C. 1251 et seq. Specific references to sections within the CWA will be according to Pub. L. 92-500 notation.
- B. The "arithmetic mean" of any set of values is the summation of the individual values divided by the number of individual values.
- C. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- D. A "composite sample" shall be defined as one of the following four types:
  1. An influent or effluent portion collected continuously over a specified period of time at a rate proportional to the flow.
  2. A combination of not less than 8 influent or effluent grab samples collected at regular (equal) intervals over a specified period of time and composited by increasing the volume of each aliquot in proportion to flow. If continuous flow measurement is not used to composite in proportion to flow, the following method will be used: An instantaneous flow measurement should be taken each time a grab sample is collected. At the end of the sampling period, the instantaneous flow measurements should be summed to obtain a total flow. The instantaneous flow measurement can then be divided by the total flow to determine the percentage of each grab sample to be combined. These combined samples form the composite sample.
  3. A combination of not less than 8 influent or effluent grab samples of equal volume but at variable time intervals that are inversely proportional to the volume of the flow. In other words, the time interval between aliquots is reduced as the volume of flow increases.
  4. If the effluent flow varies by less than 15 percent, a combination of not less than 8 influent or effluent grab samples of constant (equal) volume collected at regular (equal) time intervals over a specified period of time. (This method maybe used with prior Department approval.)

All samples shall be properly preserved in accordance with Part II.J.4. Continuous flow or the sum of instantaneous flows measured and averaged for the specified compositing time period shall be used with composite results to calculate mass.

- E. "Daily maximum" is the highest average value recorded of samples collected on any single day during the calendar month.
- F. "Daily minimum" is the lowest average value recorded of samples collected on any single day during the calendar month.
- G. The "Department" or "DHEC" shall refer to the South Carolina Department of Health and Environmental Control.
- H. The "geometric mean" of any set of values is the  $N^{\text{th}}$  root of the product of the individual values where  $N$  is equal to the number of individual values. The geometric mean is equivalent to the antilog of the arithmetic mean of the logarithms of the individual values. For purposes of calculating the geometric mean, values of zero (0) shall be considered to be one (1).
- I. A "grab sample" is an individual, discrete or single influent or effluent portion of at least 100 milliliters collected at a time representative of the discharge and over a period not exceeding 15 minutes and retained separately for analysis. Instantaneous flow measured at the time of grab sample collection shall be used to calculate quantity, unless a totalizer is used.
- J. The "instantaneous maximum or minimum" is the highest or lowest value recorded of all samples collected during the calendar month.
- K. The "monthly average", other than for fecal coliform, is the arithmetic mean of all samples collected in a calendar month period. The monthly average for fecal coliform bacteria is the geometric mean of all samples collected in a calendar month period. The monthly average loading is the arithmetic average of all individual loading determinations made during the month.
- L. "POTW" means a treatment works as defined by section 212 of the Clean Water Act, which is owned by a state or municipality (as defined by section 502(4) of the CWA). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature or a regional entity composed of two (2) or more municipalities or parts thereof. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality, as defined in section 502(4) of the CWA, which has jurisdiction over the indirect discharges to and the discharge from such a treatment works.
- M. "Practical Quantitation Limit (PQL)" is the concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. It is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method-specific sample weights, volumes, and processing steps have been followed.
- N. "Privately owned treatment works" means any device or system which both is used to treat wastes from any facility whose operator is not the operator of the treatment works and is not a POTW.

- O. "Quarter" is defined as the first three calendar months beginning with the month that this permit becomes effective (unless otherwise specified in this permit) and each group of three calendar months thereafter.
- P. "Quarterly average" is the arithmetic mean of all samples collected in a quarter.
- Q. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- R. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- S. "Weekly average", other than for fecal coliform, is the arithmetic mean of all the samples collected during a one-week period. The weekly average for fecal coliform is the geometric mean of all samples collected during a one-week period. For self-monitoring purposes, weekly periods in a calendar month are defined as three (3) consecutive seven-day intervals starting with the first day of the calendar month and a fourth interval containing seven (7) days plus those days beyond the 28<sup>th</sup> day in a calendar month. The value to be reported is the single highest of the four (4) weekly averages computed during a calendar month. The weekly average loading is the arithmetic average of all individual loading determinations made during the week.
- T. "24 Hour Time Composite Sample" A combination of not less than eight (8) influent or effluent grab samples of equal volume collected at regular time intervals over a 24 hour period and properly preserved, (See part II.J.4.).



## PART II. Standard Conditions

### A. Duty to comply

The permittee must comply with all conditions of the permit. Any permit noncompliance constitutes a violation of the Clean Water Act and the Pollution Control Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. The Department's approval of wastewater facility Plans and Specifications does not relieve the permittee of responsibility to meet permit limits.

1. a. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.
- b. It is the responsibility of the permittee to have a treatment facility that will meet the final effluent limitations of this permit. The approval of plans and specifications by the Department does not relieve the permittee of responsibility for compliance.
2. Failure to comply with permit conditions or the provisions of this permit may subject the permittee to civil penalties under S.C. Code Section 48-1-330 or criminal sanctions under S.C. Code Section 48-1-320. Sanctions for violations of the Federal Clean Water Act may be imposed in accordance with the provisions of 40 CFR Part 122.41(a)(2) and (3).
3. A person who violates any provision of this permit, a term, condition or schedule of compliance contained within a valid ND permit, or the State law is subject to the actions defined in the State law.

### B. Duty to reapply

1. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. Any POTW with a current effective permit shall submit a new application at least 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the Department. (The Department shall not grant permission for applications to be submitted later than the expiration date of the existing permit)
2. If a privately owned treatment works as defined in Part I.N, wishes to continue an activity regulated by this permit after the expiration date of this permit, the privately owned treatment works must apply for and obtain a new permit. A privately owned treatment works with a currently effective permit shall submit a new application 180 days before the existing permit expires, unless permission for a later date has been granted by the Department. The Department may not grant permission for applications to be submitted later than the expiration date of the existing permit.

3. Need to halt or reduce activity not a defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Proper operation and maintenance

1. The permittee shall at all times properly operate and maintain in good working order and operate as efficiently as possible all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance based on design facility removals, adequate funding, adequate operator staffing and training and also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

2. Power Failures.

In order to maintain compliance with effluent limitations and prohibitions of this permit, the permittee shall either:

- a. provide an alternative power source sufficient to operate the wastewater control facilities;
- b. or have a plan of operation which will halt, reduce, or otherwise control production and/or all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.

3. The permittee shall develop and maintain at the facility a complete Operations and Maintenance Manual for the waste treatment facilities and/or land application system. The manual shall be made available for on-site review during normal working hours. The manual shall contain operation and maintenance instructions for all equipment and appurtenances associated with the waste treatment facilities and land application system. The manual shall contain a general description of: the treatment process(es), the operational procedures to meet the requirements of (E)(1) above, and the corrective action to be taken should operating difficulties be encountered.

4. The permittee shall provide for the performance of daily treatment facility inspections by a certified operator of the appropriate grade as specified in Part V. The inspections shall include, but should not necessarily be limited to, areas which require visual observation to determine efficient operation and for which immediate corrective measures can be taken using the O & M manual as

a guide. All inspections shall be recorded and shall include the date, time, and name of the person making the inspection, corrective measures taken, and routine equipment maintenance, repair, or replacement performed. The permittee shall maintain all records of inspections at the permitted facility as required by the permit, and the records shall be made available for on-site review during normal working hours.

5. The name and grade of the operator of record shall be submitted to DHEC/Bureau of Water/Water Enforcement Division prior to placing the facility into operation. A roster of operators associated with the facility's operation and their certification grades shall also be submitted with the name of the "operator-in-charge". Any changes in operator or operators shall be submitted to the Department as they occur.

F. Permit actions

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

G. Property rights

This permit does not convey any property rights of any sort, or any exclusive privilege nor does it authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

H. Duty to provide information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.

I. Inspection and entry

The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or

- ) otherwise authorized by the Clean Water Act and Pollution Control Act, any substances or parameters at any location.

J. Monitoring and records

1. a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

b. Flow Measurements

Where primary flow meters are required, appropriate flow measurement devices and methods consistent with accepted scientific practices shall be present and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of not greater than 10 percent from the true discharge rates throughout the range of expected discharge volumes. The primary flow device, where required, must be accessible to the use of a continuous flow recorder.

- c. The permittee shall maintain all records of inspections at the permitted facility as required by the permit, and the records shall be made available for on-site review during normal working hours.

- ) 2. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by R.61-9.503 or R.61-9.504), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Department at any time.

3. Records of monitoring information shall include:

- a. The date, exact place, and time of sampling or measurements;
- b. The individual(s) who performed the sampling or measurements;
- c. The data(s) analyses were performed;
- d. The individual(s) who performed the analyses;
- e. The analytical techniques or methods used; and
- f. The results of such analyses.

4. a. Analyses for required monitoring must be conducted according to test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal specified in R.61-9.503, unless other test procedures have been specified in the permit.
- b. Unless addressed elsewhere in this permit, the permittee shall use a sufficiently sensitive analytical method for each sample that achieves a value below the derived permit limit stated in Part III. If more than one method of analysis is approved for use, the Department recommends for reasonable potential determinations that the permittee use the method having the lowest practical quantitation limit (PQL) unless otherwise specified in Part V of the permit. For the purposes of reporting analytical data on the Discharge Monitoring Report (DMR):
  - (1) Analytical results below the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as zero (0), provided the PQL is below the value specified in Part V.G.5 and the result is also below the PQL. Zero (0) shall also be used to average results which are below the PQL. When zero (0) is reported or used to average results, the permittee shall report, in the "Comment Section" or in an attachment to the DMR, the analytical method used, the PQL achieved, and the number of times results below the PQL were reported as zero (0).
  - (2) Analytical results above the PQL from methods available in 40 CFR 136 or otherwise specified in the permit shall be reported as the value achieved, even if the PQL is below the value specified in Part V.G.5. When averaging results using a value containing a < the average shall be calculated using the value and reported as < the average of all results collected.
  - (3) Mass values shall be calculated using the flow taken at the time of the sample and either the concentration value actually achieved or the value as determined from the procedures in (1) or (2) above, as appropriate.
5. The PCA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment provided by the Clean Water Act is also by imprisonment of not more than 4 years.

K. Signatory requirement

1. All applications, reports, or information submitted to the Department shall be signed and certified.
  - a. Applications. All permit applications shall be signed as follows:
    - (1) For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

- (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
  - (b) The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
  - (3) For a municipality, State, Federal, or other public agency or public facility: By either a principal executive officer, mayor, or other duly authorized employee or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
    - (a) The chief executive officer of the agency, or
    - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrator, Region IV, EPA).
- b. All reports required by permits, and other information requested by the Department, shall be signed by a person described in Part II.K.1.a of this section, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
- (1) The authorization is made in writing by a person described in Part II.K.1.a of this section;
  - (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) and,
  - (3) The written authorization is submitted to the Department.
- c. Changes to authorization. If an authorization under Part II.K.1.b of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part II.K.1.b of this section must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Certification. Any person signing a document under Part II.K.1.a or b of this section shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2. The PCA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation, or by imprisonment for not more than two years per violation, or by both.

#### L. Reporting requirements

##### 1. Planned changes

The permittee shall give written notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in R 61-9.122.29(b); or
- b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under Part II.L.8. of this section.
- c. The alteration or addition results in a significant change in the permittee's sewage sludge or industrial sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan (included in the ND permit directly or by reference);

##### 2. Anticipated noncompliance

The permittee shall give advance notice to DHEC/Bureau of Water/Water Enforcement Division of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

##### 3. Transfers

This permit is not transferable to any person except after notice to DHEC/Bureau of Water/NPDES Administration Section. The Department may require modification or revocation and reissuance of the permit to change the name of permittee and incorporate such other requirements as may be necessary under the Pollution Control Act and the Clean Water Act. (See section 122.61; in some cases, modification or revocation and reissuance is mandatory.)

- a. Transfers by modification. Except as provided in paragraph b of this section, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued (under R.61-9.122.62(e)(2)), or a minor modification made (under R.61-9.122.63(d)), to identify the new permittee and incorporate such other requirements as may be necessary under CWA.
- b. Other transfers. As an alternative to transfers under paragraph a of this section, any ND permit may be transferred to a new permittee if:
  - (1) The current permittee notifies the Department at least 30 days in advance of the proposed transfer date in Part II.L.3.b(2) of this section;
  - (2) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
  - (3) Permits are non-transferable except with prior consent of the Department. A modification under this subparagraph may also be a minor modification under section 122.63.

#### 4. Monitoring reports

Monitoring results shall be reported at the intervals specified in the permit.

- a. Monitoring results (with the exception of any Annual Reporting requirements under section 503.18, section 503.28, section 503.48 or section 504.18) must be reported on a Discharge Monitoring Report (DMR) or forms provided or specified by the Department for reporting results of monitoring of sludge use or disposal practices.

- (1) Effluent Monitoring:

Effluent monitoring results obtained at the required frequency shall be reported on a Discharge Monitoring Report Form (EPA Form 3320-1). The DMR is due postmarked no later than the 28<sup>th</sup> day of the month following the end of the monitoring period. One original and one copy of the Discharge Monitoring Reports (DMRs) shall be submitted to:

S.C. Department of Health and Environmental Control  
Bureau of Water/Compliance Assurance Division  
Permit and Data Administration Section  
2600 Bull Street  
Columbia, South Carolina 29201



(2) Groundwater Monitoring:

Groundwater monitoring results obtained at the required frequency shall be reported on a Groundwater Monitoring Report Form (DHEC-2110) postmarked no later than the 28<sup>th</sup> day of the month following the end of the monitoring period. One original and one copy of the Groundwater Monitoring Report Form (DHEC 2110) shall be submitted to:

S.C. Department of Health and Environmental Control  
Bureau of Water/Water Monitoring, Assessment and Protection Division  
Groundwater Quality Section  
2600 Bull Street  
Columbia, South Carolina 29201

(3) Sludge, Biosolids and/or Soil Monitoring:

Sludge, biosolids and/or soil monitoring results obtained at the required frequency shall be reported in a laboratory format postmarked no later than the 28<sup>th</sup> day of the month following the end of the monitoring period. Two copies of these results shall be submitted to:

S.C. Department of Health and Environmental Control  
Bureau of Water/Water Enforcement Division  
Water Pollution Enforcement Section  
2600 Bull Street  
Columbia, South Carolina 29201

(4) All other reports required by this permit shall be submitted at the frequency specified elsewhere in the permit to:

S.C. Department of Health and Environmental Control  
Bureau of Water/Water Enforcement Division  
Water Pollution Enforcement Section  
2600 Bull Street  
Columbia, South Carolina 29201

b. If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal, approved under 40 CFR Part 136 unless otherwise specified in R.61-9.503, R.61-9.504, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Department.

c. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Department in the permit.

5. Twenty-four hour reporting

- a. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally to local DHEC office within 24 hours from the time the permittee becomes aware of the circumstances. During normal working hours call:

| County   | EQC Region                         | Phone No.    |
|--|------------------------------------|--------------|
| Anderson, Oconee   | Region 1- Anderson EQC Office      | 864-260-5569 |
| Abbeville, Edgefield, Greenwood, Laurens, McCormick, Saluda  | Region 1 - Greenwood EQC Office    | 864-223-0333 |
| Greenville, Pickens  | Region 2 - Greenville EQC Office   | 864-241-1090 |
| Cherokee, Spartanburg, Union                                 | Region 2 - Spartanburg EQC Office  | 864-596-3800 |
| Fairfield, Lexington, Newberry, Richland                     | Region 3 -Columbia EQC Office      | 803-896-0620 |
| Chester, Lancaster, York                                     | Region 3 - Lancaster EQC Office    | 803-285-7461 |
| Chesterfield, Darlington, Dillon, Florence, Marion, Marlboro | Region 4 - Florence EQC Office     | 843-661-4825 |
| Clarendon, Kershaw, Lee, Sumter                              | Region 4 - Sumter EQC Office       | 803-778-6548 |
| Aiken, Allendale, Bamberg, Barnwell, Calhoun, Orangeburg     | Region 5 - Aiken EQC Office        | 803-641-7670 |
| Georgetown, Horry, Williamsburg                              | Region 6 - Myrtle Beach EQC Office | 843-238-4378 |
| Berkeley, Charleston, Dorchester                             | Region 7 - Charleston EQC Office   | 843-740-1590 |
| Beaufort, Colleton, Hampton, Jasper                          | Region 8 - Beaufort EQC Office     | 843-846-1030 |

After-hour reporting should be made to the 24-Hour Emergency Response telephone number 803-253-6488 or 1-888-481-0125 outside of the Columbia area.

A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; and, if the noncompliance has not been corrected, the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- b. The following shall be included as information which must be reported within 24 hours under this paragraph.

- (1) Any unanticipated bypass which exceeds any effluent limitation in the permit. (See R.61-9.122.41(L)(6)(ii)(A).

(2) Any upset which exceeds any effluent limitation in the permit.

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours (See R 61-9.122.44(g)). If the permit contains maximum limitations for any of the pollutants listed below, a violation of the maximum limitations shall be reported orally to the DHEC/Bureau of Water/Water Enforcement Division within 24 hours or the next business day.

(i) Total Residual Chlorine (TRC)

c. The Department may waive the written report on a case-by-case basis for reports under Part II.L.5.b of this section if the oral report has been received within 24 hours.

6. Other noncompliance.

The permittee shall report all instances of noncompliance not reported under Part II.L.4 and 5 of this section and Part IV at the time monitoring reports are submitted. The reports shall contain the information listed in Part II.L.5 of this section.

7. Other information.

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

8. Domestic treatment works

All permittees must provide adequate notice to the Department of the following:

- a. Any new introduction of pollutants into the wastewater treatment facility (WWTF) from an indirect discharger which would be subject to sections 301 or 306 of CWA if it were directly discharging those pollutants; and
- b. Any substantial change in the volume or character of pollutants being introduced into that WWTF by a source introducing pollutants into the WWTF at the time of issuance of the permit.
- c. For purposes of this paragraph, adequate notice shall include information on:
  - (1) The quality and quantity of influent introduced into the WWTF, and
  - (2) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the WWTF.

All POTWs must provide adequate notice to the Department of the following:

- (1) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to sections 301 or 306 of CWA if it were directly discharging those pollutants; and
- (2) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
- (3) For purposes of this paragraph, adequate notice shall include information on:
  - (i) The quality and quantity of effluent introduced into the POTW, and
  - (ii) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

#### M. Bypass

1. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Part II.M.2 and 3 of this section.
2. Notice.
  - a. Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the date of the bypass to DHEC/Bureau of Water/Water Facilities Permitting Division.
  - b. Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in Part II(L)(5) of this permit (24-hour reporting).
3. Prohibition of bypass
  - a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:
    - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
    - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
    - (3) The permittee submitted notices as required under Part II.M.2 of this section.

- b. The Department may approve an anticipated bypass, after considering its adverse effects, the Department determines that it will meet the three conditions listed above in Part II.M.3.a or this section.

#### N. Upset

1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Part II.N.2 of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
2. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
  - a. An upset occurred and that the permittee can identify the cause(s) of the upset;
  - b. The permitted facility was at the time being properly operated; and
  - c. The permittee submitted notice of the upset as required in Part II.L.5.b(2) of this section.
  - d. The permittee complied with any remedial measures required under Part II.D of this section.
3. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

#### O. Misrepresentation of Information

1. Any person making application for a ND permit or filing any record, report, or other document pursuant to a regulation of the Department, shall certify that all information contained in such document is true. All application facts certified to by the applicant shall be considered valid conditions of the permit issued pursuant to the application.
2. Any person who knowingly makes any false statement, representation, or certification in any application, record, report, or other documents filed with the Department pursuant to the State law, and the rules and regulations pursuant to that law, shall be deemed to have violated a permit condition and shall be subject to the penalties provided for pursuant to 48-1-320 or 48-1-330.

Part III. Limitations and Monitoring Requirements

A. Effluent Limitations and Monitoring Requirements

1. During the period beginning on the effective date of this permit and lasting through the expiration date. Such discharge shall be limited and monitored by the permittee as specified below:

| EFFLUENT CHARACTERISTICS                              | DISCHARGE LIMITATIONS |                |                               |                |               |     | MONITORING REQUIREMENTS            |                   |              |
|---|-----------------------|----------------|-------------------------------|----------------|---------------|-----|------------------------------------|-------------------|--------------|
|   | Pounds per Day        |                |                               | Other Units    |               |     | Measurement Frequency <sup>a</sup> | Sample Type       | Sample Point |
|   | Monthly Average       | Weekly Average | Monthly Average               | Weekly Average | Daily Maximum |     |                                    |                   |              |
| Flow  | ---                   | ---            | 0.0159 MGD                    | 0.0159 MGD     | ---           | --- | 1/Month                            | Instantaneous*    | Effluent     |
| Biochemical Oxygen Demand - 5 Day (BOD <sub>5</sub> ) | 4                     | 6              | 30 mg/l                       | 45 mg/l        | ---           | --- | 1/Month                            | 24 Hour Composite | Effluent     |
| Total Suspended Solids (TSS)                          | 1                     | 2              | 10 mg/l                       | 15 mg/l        | ---           | --- | 2/Month                            | 24 Hour Composite | Effluent     |
| Ammonia Nitrogen (NH <sub>3</sub> -N)                 | MR                    | MR             | MR mg/l                       | MR mg/l        | ---           | --- | 1/Month                            | 24 Hour Composite | Effluent     |
| Nitrate (N)   | ---                   | ---            | MR mg/l                       | MR mg/l        | ---           | --- | 1/Month                            | 24 Hour Composite | Effluent     |
| Fecal Coliform  | ---                   | ---            | 200/100 ml                    | 400/100 ml     | ---           | --- | 1/Month                            | Grab              | Effluent     |
| Dissolved Oxygen (DO)                                 | ---                   | ---            | 1.0 mg/l Minimum at all times |                |               | --- | Daily                              | Grab              | Effluent     |
| pH  | ---                   | ---            | 6.0 - 9.0 Standard Units      |                |               | --- | Daily                              | Grab              | Effluent     |

\* The flow to be reported shall be either the average of the eight instantaneous flow readings or the continuous flow measurement used in obtaining the composite samples as required in Part 1.D.

5 If the plant is not discharging on the sampling day specified in Part V.G.3, the permittee shall collect a minimum of one effluent sample during the reporting period, on a day when there is a discharge.

B. Whole Effluent Toxicity Limitations and Monitoring Requirements

Not applicable to this permit.

C. Groundwater Requirements

1. Groundwater Monitoring Requirements

- a. Each of the six (6) groundwater monitoring wells shall be sampled by the permittee as specified below:

| PARAMETER                  | MEASUREMENT FREQUENCY | SAMPLE METHOD         |
|----------------------------|-----------------------|-----------------------|
| Total phosphorus           | Quarterly             | Pump or Bailer Method |
| Ammonia (NH <sub>3</sub> ) | Quarterly             | Pump or Bailer Method |
| Nitrate (N)                | Quarterly             | Pump or Bailer Method |
| pH                         | Quarterly             | Pump or Bailer Method |
| TDS                        | Quarterly             | Pump or Bailer Method |
| Fecal Coliform             | Quarterly             | Pump or Bailer Method |
| Specific Conductance       | Quarterly             | Pump or Bailer Method |
| Watertable Elevation       | Quarterly             | Tape                  |

- b. Background groundwater quality data must be submitted prior to final approval to place into operation.
- c. Sample collection methods shall be in accordance with DHEC publication "Groundwater Sampling Methods" dated October, 1981, or the most recent revision.
- d. All groundwater monitoring wells must be properly maintained at all times.

D. Sludge Disposal Requirements

1. Sludge Transportation and Disposal

If in the future the facility must dispose of sludge or solids, the Permittee must apply to the Bureau of Water for a sludge disposal permit and obtain written approval prior to actual removal of sludge.

E. Land Application Requirements (facilities with land application combined with surface water outfalls)

Not applicable to this permit.

F. Macroinvertebrate Assessment

Not applicable to this permit.

**Part IV. Schedule of Compliance**

**A. Schedule(s)**

1. The permittee shall achieve compliance with the effluent limitations specified for discharges in accordance with the following schedules:

Not applicable to this permit.

2. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 10 days following each scheduled date



## Part V. Other Requirements

### A. Effluent Limitations and Monitoring Requirements

1. There shall be no discharge of floating solids or visible foam in other than trace amounts, nor shall the effluent cause a visible sheen on the land application site.
2. a. Effluent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point after final treatment but prior to actual discharge to the land application site.  
  
b. Influent samples taken in compliance with the monitoring requirements specified in Part III, shall be taken at the following location(s): nearest accessible point prior to any primary treatment unit (e.g. after the bar screen and before primary treatment).
3. Samples shall be collected in accordance with Part I.
4. MR = Monitor and Report only.
5. There shall be no ponding on the land disposal site, and the site must be properly maintained.
6. The land disposal site must be operated to prevent runoff.
7. The treated wastewater is to be surface drip irrigated onto the 6 acre irrigation site.

### B. [Reserved]

### C. Groundwater Requirements

The application rate is approved as 2.0 inches per week on the 2.4 acres of the land application site identified in the PER as drip zones #1 and #2. Also, an additional 3.6 acres on the land application site identified in the PER as drip zones #3 and #4 are approved for an application rate of 1.5 inches per week. Applications on drip zones #1 and #3 in conjunction should be alternated with applications on drip zones #2 and #4 in conjunction. The total acreage for the land application site is 6 acres.

### D. Sludge Disposal Requirements

#### 1. Sludge Use and Disposal

- a. The permittee shall comply with effluent standards and/or prohibitions established under Section 307(a) of the Clean Water Act (CWA) for toxic pollutants, standards for sludge use and disposal established in 40 CFR Parts 122, 123, 258, 501 and 503, under Section 405(d) of the CWA, and R.61-9.503 State Domestic Sludge Regulations, within the time provided in the regulations that establish these prohibitions or standards for sludge use or disposal, even the ND permit has not yet been modified to incorporate the requirement.
- b. The Permittee shall take all reasonable steps to minimize or prevent any discharge or sludge

use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

- c. This permit may be modified to address any standard for sludge use or disposal promulgated under Section 405(d) and Section 503 of the Clean Water Act and R.61-9.503 State Domestic Sludge Regulations or additional controls of a pollutant or practice not currently limited in this permit.
- d. It must be noted that 40 CFR Part 503 Standards for the Use or Disposal of Sewage Sludge, Federal Register Volume 58, No. 32, pages 9248 through 9415, dated February 19, 1993, was effective March 22, 1993, and R.61-9.503 State Domestic Sludge Regulations was effective June 28, 1996 and continues in effect. The compliance with the Federal sludge regulations is directly enforceable as identified in 40 CFR Part 503.3. No person shall use or dispose of sewage sludge through any practice for which requirements are established except in accordance with 40 CFR Part 503. Any sludge disposal permits issued by the Department will remain in effect and all conditions and requirements will apply; however, this does not relieve the permittee from complying with the conditions of 40 CFR Part 503 or State Regulation 61-9.503.
  1. Compliance with the standards (40 CFR Part 503 and R.61-9.503) should have been achieved by February 19, 1994, and this condition continues to be in effect.
  2. When compliance with the standard required construction of new pollution control facilities, compliance with the standards (40 CFR Part 503 and R.61-9.503) should have been achieved by February 19, 1995, and this condition continues to be in effect.
  3. All other requirements for the frequency of monitoring, record keeping, and reporting identified in 40 CFR Part 503 or R.61-9.503, was effective on July 20, 1993 and continue to be in effect.
  4. Class I sludge management facilities (includes but is not limited to all facilities with pretreatment programs, Publicly Owned Treatment Works (POTW) with a design flow rate equal to or greater than 1 Million gallons per day, and POTW's that serve 10,000 people or more) shall submit the following to EPA Region IV (USEPA Region IV, Clean Water Act Enforcement Section, Water Management Division, 61 Forsyth Street SW, Atlanta, GA 30303) with a duplicate copy to the Department:
    - a. The information in 40 CFR Part 503.17(a) except the information in §503.17(a)(3)(ii), 503.17(a)(4)(ii) and 503.17(a)(5)(ii), for the appropriate requirements on February 19 of each year.
    - b. The information in 40 CFR Part 503.17(a)(5)(ii)(A) through (a)(5)(ii)(G) on February 19 of each year when ninety (90) percent or more of any of the cumulative pollutant loading rates in Table 2 of §503.13 is reached at a site.

The requirements to send information to EPA Region IV will remain in effect until the State of South Carolina is delegated the sludge program under 40 CFR Part 123.

or 40 CFR Part 501. The permittee is also required to send a copy of the information to the Department under the requirements of R.61-9.503.

- e. Until such time as a specific federal sludge disposal permit is issued under the provisions of 40 CFR Part 503, the direct enforceability (§503.3(b)) of the sludge standards requires that the permittee shall not use or dispose of sewage sludge through any practice for which requirements are established in 40 CFR Part 503, except in accordance with those requirements. If the Department includes State sludge permit requirements under R.61-9.503, the conditions of that permit shall apply in addition to any requirements under 40 CFR Part 503.
- f.
  1. The permittee must obtain prior Departmental approval of planned changes in the facility when the alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use of disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
  2. The sludge disposal permit may be modified or revoked and reissued if there are material and substantial alterations or additions to the permitted facility or activity (including a change or changes in the permittee's sludge use or disposal practice) which occurred after the permit issuance which justify the application of permit conditions which are different from or absent in the existing permit.
- g. The sludge disposal permit may be terminated if there is a change in any condition that requires either a temporary or permanent reduction or elimination of any discharge or sludge use or disposal practice controlled by the permit.
- h. Periodic inspections will be conducted by Department authorized representatives to ensure compliance with State regulations and permit stipulations. Any necessary modification to this permit may be based upon these evaluations.
- i. Records of monitoring required by the permits related to sludge use and disposal activities must be kept at least five (5) years (or longer as required by 40 CFR Part 503 or R.61-9.503).
- j. Sludge monitoring procedures shall be those specified in 1) R.61-9.503; 2) 40 CFR Part 503; 3) 40 CFR Part 136; or 4) other procedures specified in the sludge permit (in that order of "preference" depending on the availability and applicability of a particular method at the time the sludge permit is issued).
- k. The permittee must provide sludge monitoring results on a form(s) approved by the Department.
- l. The permittee shall submit the results of all sludge monitoring if done more frequently than required by the sludge permit. The permittee may be required to maintain specific records at the facility and on request may also be required to furnish them to the Department.

- m. The permittee should note that under 40 CFR 122.44(l), the "anti-backsliding" provision applies only to surface water dischargers. The "anti-backsliding" provision does not apply to sludge use and disposal activities.

## 2. Odor Control Requirements

The permittee shall use best management practices normally associated with the proper operation and maintenance of a sludge wastewater treatment site, any sludge storage or lagoon areas, transportation of sludges, and all individual activities permitted under R.61-9.503 to ensure that an undesirable level of odor does not exist.

- a. The permittee is required to prepare an odor abatement plan for the sewage sludge treatment sites, any sludge storage or lagoon areas, and land application or surface disposal sites. It must be noted this state regulation that went into effect on June 27, 2003, and continues in effect, required permittees that land-apply sludge to prepare the plan by December 24, 2003. Otherwise, the permittee had until June 27, 2004 to prepare the plan and this requirement remains in effect. The plan must have included the following topics:
- (1) Operation and maintenance practices which are used to eliminate or minimize undesirable odor levels in the form of best management practices for odor control.
  - (2) Use of treatment processes for the reduction of undesirable odors;
  - (3) Use of setbacks.
  - (4) Contingency plans and methods to address odor problems for the different type of disposal/application methods used.
- b. Unless otherwise requested, prior to issuance of a new or expanded land application disposal permit (either NPDES or ND), the Department may review the odor abatement plan for compliance with this Part (503.50). The Department may require changes to the plan as appropriate.
- c. No permittee may cause, allow, or permit emission into the ambient air of any substance or combinations of substances in quantities that an undesirable level of odor is determined to result unless preventative measures of the type set out below are taken to abate or control the emission to the satisfaction of the Department. When an odor problem comes to the attention of the Department through field surveillance or specific complaints, the Department may determine, in accordance with section 48-1-120 of the Pollution Control Act, if the odor is at an undesirable level by considering the character and degree of injury or interference to:
- (1) The health or welfare of the people;
  - (2) Plant, animal, freshwater aquatic, or marine life;
  - (3) Property; or
  - (4) Enjoyment of life or use of affected property.

- d. After determining that an undesirable level of odor exists, the Department may require:
- (1) the permittee to submit a corrective action plan to address the odor problem,
  - (2) remediation of the undesirable level of odor within a reasonable timeframe, and
  - (3) in an order, specific methods to address the problem.
- e. In accordance with R.61-9.503.50(e), if the permittee fails to control or abate the odor problems addressed in this section within the specified timeframe, the Department may revoke disposal/application activities associated with the site or the specific aspect of the sludge management program.

E. Land Application (sludge)

Not applicable to this permit.

F. Pretreatment

1. Pretreatment Regulations and Program Requirements

- a. All industrial users which discharge wastewater into the Permittee's system are required to comply with pretreatment provisions of the Act, as set forth in the General Pretreatment Regulations, 40 CFR Part 403, promulgated thereunder, the approved State Pretreatment Program (R.61-9.403), and the permittee's approved pretreatment program.
- b. This permit shall be modified, or alternatively revoked and reissued, to incorporate an approved POTW Pretreatment Program.
- c. Any application for authority to revise categorical pretreatment Standards to reflect POTW removal of pollutants in accordance with the requirements of 40 CFR 403.7 must be submitted to the Department at the time of application for POTW pretreatment program approval or at the time of permit expiration and reissuance thereafter.

2. Prohibited Discharges

The Permittee shall not allow discharge of pollutant(s) into its treatment works by any non-domestic source(s), if such pollutant(s) may inhibit or interfere with the operation or performance of the works. Further, the Permittee shall not allow introduction of the following pollutants into its treatment works:

- a. Pollutant(s) which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- b. Pollutant(s) which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate

such discharges.

- c. Solid or viscous pollutant(s) in amounts which will cause obstruction to the flow in the POTW resulting in interference.
- d. Any pollutant, including oxygen demanding pollutants, (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- e. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40°C (104°F) unless the Department, upon request of the POTW, approves alternate temperature limits.
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- h. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

Upon development of specific limits for these pollutant categories, either in an approved POTW Pretreatment Program or otherwise, such limits shall be deemed prohibitions for the purpose of Section 307(d) of the Act and shall be enforceable in lieu of the general prohibitions set forth above.

#### G. Additional Operational Requirements

1. The wastewater treatment plant is assigned a classification of Group III-B (Biological) in the Permit to Construct which is issued by the Department. This classification corresponds to an operator with a grade of B.
2. The wastewater treatment plant is assigned a Reliability Classification of Class III, in accordance with Section 67.400 "Reliability Classifications" of the Standards for Wastewater Facility Construction: R.61-67.
3. For parameters with a sample frequency of once per month or greater, the Permittee shall monitor (at least one sample) consistent with conditions established by this Permit on the first (1<sup>st</sup>) Tuesday of every calendar month, unless otherwise approved by the Department. (For example; with a once per week (01/07) sampling frequency, the permittee shall monitor one weekly sample on the day of the week noted during the monthly DMR reporting period.)

For parameters with a sampling frequency of less than once per month (if any), the permittee shall monitor these parameters on specific date noted above on any of the months during the appropriate reporting period unless otherwise approved by the Department. (For example, with a once per quarter (1/90) sampling frequency, the permittee may monitor on the day of the week noted in either the first, second or third month in the quarterly reporting period.)

For parameters requiring multiple samples for a single test the Permittee may collect the samples on any date during the reporting period, unless otherwise approved by the Department. The permittee must notify the Department of the planned sampling dates upon request.

In accordance with R.61-9.122.41(j)(1)(iii), the Department may waive compliance with the permit requirement for a specific sampling event for extenuating circumstances. Additional monitoring, as necessary to meet the frequency requirements of this Permit (Part III.A., III.B., and III.C., if applicable) shall be performed by the Permittee.

4. [Reserved]

End of Program Specifications Section

# Bid Form

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**The School District of Greenville County**  
**Onsite Wastewater Treatment System Maintenance and**  
**Operation at Ralph Chandler Middle School**  
**IFB# 322-80-12-14**

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The initial term of contract shall be from Date of Award through December 31, 2023. The prices indicated in the bid shall remain firm and in effect through December 31, 2023.

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**Total Annual Cost** for Onsite Wastewater Treatment System Maintenance and Operation in Accordance with the Terms and Conditions of this Solicitation:

\$ \_\_\_\_\_ per Year  
(Base Bid Amount)

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**Note:** In the sealed bid package, each bidding firm shall include the following documents:

1. Copy of SC LLR Wastewater Treatment Plant Operators license.
  2. Listing of current contracts for the operation and maintenance of Wastewater plant and irrigation facilities.
  3. Copy of all insurance certificates and Workman's Compensation.
  4. Copy of any memberships of professional organizations pertinent to wastewater treatment.
  5. Listing of previous wastewater treatment contracts over the last five (5) years.
  6. Listing of any Fines levied against or Lawsuits named in the last five (5) years.
- 

Firm Name: \_\_\_\_\_

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

Printer or Types Name: \_\_\_\_\_

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



## 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.

#### 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 (Revised 10/06/2021)

Any request for price increase must be submitted to the user location and the District's Procurement Department by the vendor at least sixty (60) calendar days prior to any proposed contract extension, but not before ninety (90) calendar days to the requested renewal contract term. 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 U.S. Department of Labor, Bureau of Labor Statistics, Southeast 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]

#### 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.sesos.com](http://www.sesos.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.  
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