

Richard Rogers
Director of Facilities

IFB Number 1314-008
Dorchester School District Two
800 West 5th North Street
Summerville, SC 29483
Telephone: 843.871.2710
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Dorchester School District Two



INVITATION FOR BID
NO. 1314-008

Facilities Interior Renovation

PROJECT OVERVIEW (See Attachment A for details)
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DATE:	December 16, 2014
SOLICITATION NUMBER:	IFB NO. 1314-008
DESCRIPTION OF WORK:	Interior demolition, office and shop renovation of existing warehouse space
DOCUMENTS AVAILABILITY	Bid documents, plan and specifications are available from the District web site http://dorchester.schoolfusion.us/modules/cms/pa
WRITTEN QUESTIONS DUE DATE:	January 6, 2014 @ 11:00 a.m.
PRE-BID	January 3, 2014, 1:30 p.m.
EMAIL QUESTIONS TO:	rrogers@dorchester2.k12.sc.us
BIDS DUE DATE/TIME:	January 14, 2014 by 1:00 a.m.
LOCATION:	<i>Facilities Department 800 West 5th North Street Summerville, SC 29483</i>

This solicitation does not commit the Dorchester School District Two to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. Dorchester School District Two reserves the right to accept or reject any, all or any part of bids received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interest of Dorchester School District Two. Dorchester School District Two will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation. Dorchester School District Two and The District are synonymous and carry the same meaning and weight.

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**INVITATION FOR BIDS (IFB)
GENERAL TERMS AND CONDITIONS**

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or Email.
- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to Facilities, Dorchester School District Two, 800 West 5th North Street, Summerville, South Carolina 29483. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, bid number, description of services requested by IFB (i.e., Elevator Maintenance, Road Construction), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.
- C. **Bids submitted after the “Opening” date and time are considered “Late Bids”. “Late Bids” will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- E. Bidders shall promptly notify Dorchester School District Two Facilities Department, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- F. Bidders requiring clarification or interpretation of the IFB documents shall make a written request which must be received at the Facilities Department no later than the last date and time for submittal of written questions. All submissions must be by Email to rogers@dorchester2.k12.sc.us.
- G. Any interpretation, correction or change of the IFB documents will be made by addendum.
- H. No substitutions will be considered after the award except by a written change order.
- I. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
- J. The Owner prefers a single, qualified company or entity to be responsible for providing described services. Therefore, any one bid submitted in response to this IFB by more than one business entity will be deemed to be a Bid for a joint venture between or among the companies so submitting unless the Bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firms contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety,

and will not be permitted to limit their liability, individual or collective, to the Owner. This provision may be waived if a solution is agreed upon whereby the Owner will have a single source for contract complaints, problem resolution and responsibility.

K. Bids must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the Bid

L. The following are included in the Bid Package:

Attachment A: Special Instructions/Terms and Conditions

Attachment B: Scope of Work/Specifications

Attachment C: Sample Forms

Attachment D: Required Forms

3. NON-COLLUSION OATH

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by a principal of the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

4. BIDDER REPRESENTATIONS

Each Bidder by submitting a bid represents that:

A. The Bidder has read and understands this IFB (including all specifications and attachments) and that their bid is made in accordance therewith.

B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.

C. The bid is based on the terms, materials, systems and equipment required by this IFB, without exception.

D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the Contract, will do so in a professional, timely manner using Bidder's best skill and attention.

5. AWARD OF CONTRACT

A. Award of Contract will be made to the lowest responsive and responsible bidder(s) whose bid, conforming to the IFB, is most advantageous to Dorchester School District Two, price and other factors considered.

B. Dorchester School District Two reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.

C. Dorchester School District Two shall be the sole judge of the suitability of the items or services to be provided pursuant to this IFB.

6. NOTICE OF AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set in the Invitation to Bid. Price quotes must be based upon payment in thirty days. Discounts for payment in less than thirty days will not be considered in the award. Prices must be firm for Thirty days from the bid opening date.

Notice of Award will be posted at the following location:

Dorchester School District Two
 Facilities Office
 800 West 5th North Street
 Summerville, SC 29483

The successful Bidder shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within Five (5) Business Days after the issuance of the Notice of Intent to Award.

7. CONTRACT DOCUMENT

The successful Bidder shall be issued a purchase order within Five (5) Business Days from Notice of Award. The Purchase Order and the contents of this Invitation for Bids, including all drawings, attachments, specifications, General and Special Conditions and any addenda referenced herein, will become part of the contract for this Project and are hereby incorporated by reference.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a Purchase Order and submitted Insurance Certificates.

8. MODIFICATION

The District's Director of Facilities has the unilateral right to modify this Contract when the modification is in the best interest of the District, provided however, the Contractor is given written notice of any such modification and the District is responsible for paying Contractor for any additional expenses incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the District in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Director of Facilities and the District is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract

9. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the Bidder may be requested by Dorchester School District Two to submit a statement providing additional information regarding their previous experience in performing comparable work.

10. SUBCONTRACTORS

A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Director of Facilities a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor.

- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Director of Facilities.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Director of Facilities determines that any subcontractor is incompetent or undesirable, the director shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement without penalty or cost to the District.
- E. Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and Dorchester School District Two.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

11. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence or intentional acts of the District, the Contractor hereby expressly agrees to indemnify and hold the District harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the District and/or its officers or employees or by any member of the public, to indemnify and save the District and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the District. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the District officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the District submits notice, Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the District and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the District and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any

person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the District's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the District submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the District, the Contractor's obligations shall be reduced in proportion to the District's fault. The obligations herein shall also extend to any actions by the District to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

12. **TERMINATION**

The District shall have the right to halt all activities under this agreement immediately, without obligation should it be found that the Contractor is not in conformance with the terms as indicated herein or based on the happening of any of the following:

- a) Insolvency of the Contractor;
- b) Filing by the Contractor of a voluntary petition of bankruptcy.
- c) Filing of an involuntary petition to have the Contractor declared bankrupt.
- d) Appointment of a receiver or trustee for the Contractor.
- e) The execution by the Contractor of an assignment for the benefit of creditors.
- f) The dissolution of the firm, partnership, corporation or other auspices of the Contractor.
- g) Revocation of any required licenses of the Contractor.

The Contractor shall notify the District immediately of any of the above pending actions or other such actions.

Additionally, subject to the Provisions below the contract resulting from this proposal may be terminated by the Procurement Officer of the District provided a thirty (30) day advance notice in writing is given to the contractor.

- a) **Non-Appropriations:** Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract, the District shall terminate without any further obligation to the District.
- b) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) day advance written notice, then the District shall negotiate reasonable termination costs, if applicable.
- c) **Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision listed herein shall apply.
- d) **Default:** In case of default on contractor, the District reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

The District may terminate this Contract for default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirements for contracting with the District;
- b. Failed to ensure the health or safety of any client for whom services are being provided under this contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
- d. Violated any applicable law or regulation.

In such event, the Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience" as defined in Paragraph b above. All services rendered until the date and time of termination must be rendered in a professional manner consistent with prevailing industry standards, pertinent laws and regulations, and this contract.

Termination Procedure: Upon termination of this contract, the District's Superintendent or designee, in addition to other rights provided in this contract, may require the Contractor to deliver to the District any property, including, but not limited to records, specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The District will pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the District and the amount agreed upon for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the District, and (d) the protection and preservation of the property, unless the termination is for default, in which case the District will determine the extent of the liability. The District may withhold from any amounts due to the Contractor such sum as the District's Superintendent or designee determines necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- A. Stop work under this Contract on the date and to the extent specified in the notice.
- B. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to the District, in the manner, at the times, and to the extent directed by the District, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the District has the right, at its discretion, to settle or pay any or all claims arising out

of the termination of such orders and subcontracts;

- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purpose of this clause;
- E. Complete performance on such part of the work not terminated by the District; and
- F. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

13. Force Majeure:

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

14. RIGHT TO PROTEST

Any prospective bidder, contractor or subcontractor who is aggrieved in connection with the solicitation of a contract or intended award shall protest to the Chief Financial Officer as stated in the District's Procurement Code. The protest must be in writing, submitted to the Chief Financial Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. Protests must be received by mail or hand delivered within ten (10) days from the date of intended award to the following address:

Dorchester School District Two
 Allyson Duke, Chief Financial Officer
 102 Green Wave Boulevard
 Summerville, SC 29483

15. STATE AND LOCAL TAXES

Except as otherwise provided, Contract prices shall *include* all applicable state and local taxes including, sales and use taxes.

The successful Bidder shall calculate that portion of the Contract which is subject to the seven percent (7.0%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by successful Bidder. If the successful Bidder is a non-South Carolina Company, Dorchester School District Two will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes Dorchester School District Two with a valid South Carolina Use Tax Registration Certificate Number.

The successful Bidder shall indemnify and hold harmless Dorchester School District Two for any loss, cost, or expense incurred by, levied upon or billed to Dorchester School District Two as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

16. DRUG-FREE WORKPLACE ACT

Successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The District requires all successful Bidder's executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

- A. The Bidder has read and understands this Invitation for Bids (including all specifications and attachments) and that his Bid is made in accordance therewith.
- B. The Bidder has reviewed the Invitation for Bids, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The Bid is based on the terms, materials, systems and equipment required by this Invitation for Bids, without exception.
- D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the contract, will do so in a professional, timely manner using successful Bidder's best skill and attention.

18. INSURANCE REQUIREMENTS

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Sample Forms) and previously incorporated by reference. Dorchester School District Two shall not execute the Contract until the successful Bidder has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within Five (5) Business Days of receipt of the Notice of Intent to Award, and which reflect that the required coverage's are in place and that all premiums have been paid. Refusal or failure to submit such Insurance Certificate(s) and Endorsement(s) shall constitute grounds for Dorchester School District Two to revoke its Notice of Intent to Award, forfeit bid security, and award the Contract to another successful Bidder. Dorchester School District Two may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverage's, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any sub-contractors to carry the same coverage's in the same amounts.

Faxed Insurance Certificate(s) and Endorsement(s) will be accepted for issuance of the Purchase Order. Original documents must be received within five (5) business days after issuance

of the Districts Purchase Order and before work commences.

Dorchester School District Two must be advised immediately of any changes in required coverage's.

19. SOUTH CAROLINA IMMAGRATION 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 State 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

ATTACHMENT A

SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS

INVITATION FOR BIDS (IFB) SPECIAL INSTRUCTIONS AND TERMS AND CONDITIONS
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1. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions by Email only (rrogers@dorchester2.k12.sc.us) shall be no later than **11:00 am, January 6, 2014.**

2. BID SUBMITTAL DEADLINE:

Bids will be received until **1:00 p.m., January 14, 2014,** *(as indicated on the official clock in the Facilities Department)* after which time late bids shall be rejected. Bids received by the advertised deadline will be publically opened and read out loud. Bidders are invited to attend the opening of this bid at the time stated above.

3. PROJECT TIME OF COMPLETION:

Time of completion for this project shall be **Seventy-Two (72) Calendar Days** from the issuance of a Purchase Order.

4. LIQUIDATED DAMAGES

It is critical that the successful Bidder recognize that time is of the essence in completing the Project. The successful Bidder agrees that, if the Work, or any part thereof, is not completed within the time agreed upon in a contract resulting from this IFB (or any extension thereof), the successful Bidder and its surety shall be liable to the Owner, in the amount of **One Thousand Dollars (\$1,000.00) per day** for each and every calendar day Substantial Completion is delayed beyond the Contract Time (**seventy two (72) calendar days after the issuance of the purchase order**). This daily rate is a liquidated damage in lieu of actual damages and is not a penalty for late completion. The Owner, or its assignee, shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the successful Bidder, the amount of such liquidated damages; and if the amount so retained by the Owner, or its assignee, is not sufficient to pay in full such liquidated damages, the Bidder shall pay to the Owner, or its assignee, the amount necessary to effect payment in full of such liquidated damages. Thirty (30) days are allotted for completion of punch list items following Substantial Completion.

5. PAYMENT TO CONTRACTOR

Dorchester School District Two shall pay successful Bidder, on a monthly basis, for the performance of the Work, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein and within this IFB and attachments.

6. CLEAN UP

During the performance of the Work, the Contractor shall continuously keep the Work Site and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

The Contractor will restore or replace, when and as directed by the District, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

7. **PERMITS AND LICENSES**

The successful Bidder shall, without additional expense to Dorchester School District Two, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the successful Bidder may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

8. **SECURITY REQUIRED**

A. Bid Security

Each Bid must be accompanied by a Bid Bond acceptable to the Owner. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid Bonds shall be payable to the Owner, shall be for at least five (5%) percent of the total amount of the total project cost (lump sum), and shall serve as a guarantee deposit that the proposal will be carried out to the complete satisfaction of the Owner. In lieu of a Bond, Bidder may submit a certified check or cashier's check in aforesaid amount (in U.S. funds) payable to Dorchester School District Two. Faxed Bid Bonds will not be acceptable.

B. Forfeiture of Bid Security

Nonperformance by the successful Bidder, or its failure to execute the Contract or meet performance and payment bond requirements and insurance requirements within fifteen (15) business days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time, but prior to forty-five (45) days after the closing date, may also result in forfeiture of bid security.

C. Return of Bid Security

Bid security will be returned to all Bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. If no contract has been awarded within 60 days of the Bid closing date, the bid security will be returned upon demand of the Bidder. Unsuccessful Bidder will not be entitled to any interest earnings on returned funds, and in the case of bid security by check, such will be returned in the form of a Dorchester School District Two check.

D. Payment and Performance Security

(1) The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the Owner in the following amounts no later than at the time of execution of the Contract:

Payment Bond: 100% of the total amount of the Contract.

Performance Bond: 100% of the total amount of the Contract.

(2) The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be

counter-signed by a licensed, authorized South Carolina agent.

- (3) Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.
- (4) The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this Invitation for Bids (IFB) and terminate upon final payment to Bidder by Owner.
- (5) The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this IFB and terminate twelve (12) months after the date of final acceptance of the Work by the Owner.
- (6) The successful Bidder may submit its executed Payment Bond and Performance Bond by facsimile transmittal preceding the execution of any contract resulting from this IFB, however, the original documents must be received within three (3) business day after receipt of the fax.

9. ADDITION CONTRACTS AND COORDINATION

- (1) Dorchester School District Two anticipates additional work to be bid on or about February 15th 2014 for civil modifications to the site at 164 McQueen Boulevard. This work shall consist of enlarging/modifying parking, drainage and addition civil improvements.
- (2) Contractor shall cooperate and assist in the coordination of his activities to allow work of the civil modifications to proceed. Dorchester District Two Facility Director shall manage, coordinate and facilitate the coordination and scheduling of the two contracts.

10. PROJECT ARCHITECT

The Project Architect/Engineer for this project is ADC Engineering Specialist. Contact is Greg Jones (gregj@adcengineering.com).

11. MISCELLANEOUS

The District shall pay impact fees as needed for water and sewer connections. The successful bidder shall be responsible for the cost of tap fees (sewer) that may be required.

ATTACHMENT B

SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

The plans and specifications are available for down load from
<http://dorchester.schoolfusion.us/modules/cms/pages.phtml?pageid=306761>

ATTACHMENT C

SAMPLE FORMS

INSURANCE REQUIREMENTS

Contractors working for the District are required to procure and maintain for the duration of their contract with the District insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, its agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. The Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.).
- C. The Contractor shall maintain limits no less than the following:
1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage

The District, its officials, employees and volunteers are to be covered as additional insured’s as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the District, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the District, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the District.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the District.
- F. Each insured policy required by the District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District.
- G. All coverage's for sub consultants shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A++, A+ or A.
- I. The Contractor shall furnish the District with Certificates of Insurance noting the Endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and Endorsements are to be received and approved by the District, before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Facilities attention: Rick Rogers
800 West 5th North Street
Summerville, South Carolina 29483

BIDDER: _____

IFB No. 1314-008

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL

**INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

DORCHESTER SCHOOL DISTRICT TWO, SUMMERVILLE, SOUTH
CAROLINA

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
COMPANIES AFFORDING COVERAGE						
Company A (Issuing Company)						
Company B						
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> Comm. General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contract's Prot <input checked="" type="checkbox"/> Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	XXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.						
CERTIFICATE HOLDER				CANCELLATION		
DORCHESTER SCHOOL DISTRICT TWO ATTN: FACILITIES 800 WEST 5 TH NORTH STREET SUMMERVILLE, SC 29483				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		

Dorchester School District Two
Drug-free Workplace Certification
(Contractor/Vendor Other Than Individuals)

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 regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids for Dorchester School District Two projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor 's/ Vendor 's duties under the contract. 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 will provide 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 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) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) 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, law enforcement, 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.

**DORCHESTER SCHOOL DISTRICT TWO
CONTRACT NO.:**

CONTRACTOR/VENDOR:

 Project:

Print Name and Address of Business:

WITNESSETH:

 Date: _____

 Signature of Authorized Agent
 Print Name and Title:

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

ATTACHMENT D

REQUIRED FORMS

BID FORM

DATE: _____, 2014

NAME OF BIDDER:

BUSINESS ADDRESS:

BY SUBMITTING HIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

1. They have carefully examined the plans and specifications with the related documents and the site of the Project for which he is submitting a Bid.
2. They are familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies and labor.
3. Should they be awarded the Contract, they will provide all labor, material, supplies and equipment and execute the Work in accordance with the Contract Documents.
4. Should they be awarded the Contract, they will commence work after the issuance of a "Notice to Proceed" as required in the Invitation for Bids.
5. Should they be awarded the Contract, they agree that if installation is not complete within the Contract Time (including any extension thereof) they will be liable for Liquidated Damages in accordance with the Contract.
6. They will hold their Bid open for thirty (30) calendar days after the date Bids are opened or else will forfeit the Bid Security to the Owner.
7. Should they be awarded the Contract, they will provide a Performance Bond and a Payment bond (AIA A312-1984) together with insurance coverage as required by the Invitation for Bids. The costs of the Bonds and Insurance are included in the Bid.
8. They understand that the Owner reserves the right to reject any Bids, which do not meet the Bid Requirements, or all Bids in the event that the Project is cancelled or postponed.
9. Should they be awarded the Contract, the successful Bidder will enter into, execute and perform a contract as required in the Invitation for Bids.
10. The Bidder is legally able to enter into and perform a contract.
11. The Bidder is current on all taxes and fees owed to the County.

BID FORM
Page 2

ADDENDA

The following addenda have been received by this contractor. Failure to acknowledge receipt of all issued addenda on this Bid Form may be grounds to reject this bid.

Addendum #1 _____ Dated: _____

The undersigned hereby offers to provide Interior demolition, office and shop renovation of existing warehouse space at 164 McQueen Blvd, Summerville, South Carolina in accordance with the scope set-forth in this solicitation.

TIME OF COMPLETION

The undersigned agrees to commence work upon issuance of a Notice to Proceed with an adequate force and carry the work forward in accordance with the schedule and times outlined in solicitation and attachments.

EXECUTION OF THE CONTRACT:

The undersigned further agrees that in the case of failure on his part to execute the Contract and provide required bonds and insurance certificates and endorsements within ten (10) business days of the issuance of the Notice of Award of the contract, the check or Bid Bond accompanying this Bid shall be paid into the funds of the Owner's account set aside for this Project, as liquidated damages, and not as a penalty, for such failure; otherwise the check or Bid Bond accompanying this Bid shall be returned to the undersigned. Please note that the contract must be executed in Summerville, South Carolina.

In compliance with Invitation for Bids No. 1314-008, the undersigned hereby proposes to provide all labor, material, taxes, management all in accordance with the plans, specs for the Interior demolition, office and shop renovation of existing warehouse space located at 164 McQueen Boulevard, Summerville SC

Base Bid

Lump Sum of \$ _____

SIGNATURE OF OFFEROR: _____ **Date:** _____

BID FORM

Page 3

BUSINESS LICENSE

Does your business have a valid Dorchester County Business License? Yes No
If so, list the number _____. You must possess a valid Dorchester County Business License for business undertaken in the unincorporated areas of the County. Contact the Dorchester County Business License/User Fee Department at (843) 832-0018 with any questions.

MINORITY/WOMAN-OWNED BUSINESS

Are you a Minority or Woman-Owned business? Yes No

If so, are you certified? Yes No

If you are certified, you must furnish a copy of your certificate with your submittal.

Is your firm a _____ Partnership, _____ Corporation, _____ Sole Proprietorship?

If incorporated, please list state of incorporation _____

SIGNATURE OF OFFEROR: _____ **Date:** _____

Non-Collusion Oath

COUNTY OF:

STATE OF:

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or itself, to obtain information that would give the Bidder an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2014

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

(Note: Notary seal required for Out of State Bidder)