



<b>Chesterfield County School District</b> 401 West Boulevard Chesterfield, SC 29709 Phone: (843) 623-2175 Fax: (843) 623-3434	Solicitation Number: <b>12183</b>	<u><b>Best Value Bid</b></u> 12183
	Description: <b>Auctioneer Services</b>	Solicitation Issue Date: <b>9/5/2019</b>
	E-Mail Address: <a href="mailto:wwallace@chesterfield.k12.sc.us">wwallace@chesterfield.k12.sc.us</a>	
Number of Copies to be Submitted: One (1) Original And (1 ) Copy	Submit your proposal to above Physical/Mailing address (faxed proposals are not acceptable) <b>Attention: Wayne Wallace</b>	<b>SUBMIT OFFER BY</b> <b>Opening Date/Time):9/19/2019</b> @ <b>3:00PM</b>

**Proposal Information**  
Page 1 of 2

It is the intent of Chesterfield County School District to solicit Best Value Bids to secure a source for providing Auctioneer Services to liquidate Chesterfield County School Districts surplus property.

**BID SUBMITTAL:**

The District shall receive all bids no later than the date and time specified above.

**Required:** Clearly mark the outside of the sealed envelope, box or package containing the bid and the FEDX or UPS package with the solicitation # and solicitation description found on the cover page.

**Hand deliver/Mail/Courier service to:**

Chesterfield County School District  
 401 West Boulevard  
 Chesterfield, SC 29709  
 Attn: Wayne Wallace  
 Solicitation #12183  
 Auctioneer Services

**Note: Chesterfield's Next Day Deliveries may not arrive before 3:00 PM.**

**MUST complete and return pages 1, 2 and bid sheets.**

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
	Initials		Initials		Initials		Initials	

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

See "Amendments to Solicitation" Provision

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

P

Name of Offeror \_\_\_\_\_ Email \_\_\_\_\_  
 Address \_\_\_\_\_

Street Address \_\_\_\_\_ P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Taxpayer Identification No: \_\_\_\_\_

(See "Taxpayer Identification Number" provision)

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

SC Certified Minority Vendor – Yes  No  If yes, SC Certification # \_\_\_\_\_  
 Non SC Certified Minority Vendor – Yes  No

\_\_\_\_\_  
 Authorized Representative's Name (Print) Title

\_\_\_\_\_  
 Authorized Representative's Signature

# Solicitation Outline

- I. **Scope of Solicitation**
- II. **Instructions to Offerors**
  - A. **General Instructions**
  - B. **Special Instructions**
- III. **Scope of Work /Specifications**  
(May be blank if Bidding Schedule /Cost Proposal attached)
- IV. **Information for Offerors to submit**
- V. **Qualifications**
- VI. **Award Criteria**
- VII. **Terms and Conditions**
  - A. **General**
  - B. **Special**
  - C. **Special Contract Clauses**
- VIII. **Bidding Schedule**
  - A. **Company Profile and References**
  - B. **Bid Sheet**
- IX. **Appendix**
  - A. **Vendor Application**
  - B. **W-9 Form**

(Note: Vendor Application and W-9 form can be found on Chesterfield County School Districts Webb Site – [www.chesterfield.k12.sc.us](http://www.chesterfield.k12.sc.us) under “For Staff” then “Employee Links”.)

## I. SCOPE OF SOLICITATION

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:** The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

Chesterfield County School District is soliciting proposals to secure a source for providing Auctioneer Services to liquidate Chesterfield County School District's surplus property.

**MAXIMUM CONTRACT PERIOD -- ESTIMATED:** [Start date: **10/01/2019** End date: **9/30/2025**]. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

## II. INSTRUCTIONS TO OFFERORS :

### A. GENERAL INSTRUCTIONS

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

**AWARD NOTIFICATION:** Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given.

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

**PROCUREMENT OFFICER AS PROCUREMENT AGENT:** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer or designee. Unless specifically delegated in writing, the Procurement Officer is the only School District official authorized to bind the government with regard to this procurement.

(b) Purchasing Liability. The Procurement Officer is an employee of Chesterfield County School District acting on behalf of Chesterfield County School District pursuant to the District's Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Chesterfield County School District. The Procurement Officer is not a party to such contracts and bears no liability for any Party's losses arising out of or relating in any way to the contract.

**Certificate of Independent Price Determination:**

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the district may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**DEADLINE FOR SUBMISSION OF OFFER** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening.

Offerors mailing bids should allow a sufficient mail delivery period to insure timely receipt. Any proposal received after the scheduled opening date and time will be immediately disqualified...

**DEFINITIONS:** EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BOARD – Chesterfield County School District School Board

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT - Chesterfield County School District

OFFER – means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."

OFFEROR – means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."

ORDERING ENTITY - Using School District Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.  
YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**OMIT TAXES FROM PRICE:** Do not include any sales or use taxes in Your price that the district may be required to pay.

**PROTESTS :** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief Procurement 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. (11-35-4210)

**Ethics Certificate:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to Chesterfield County School District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your 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. [07-7B097-1]

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

**QUESTIONS FROM OFFERORS:** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. **DEAD LINE FOR SUBMISSION OF QUESTIONS-(See Section B. SPECIAL INSTRUCTIONS)** Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.)

Note: No other District personnel of the District shall be contacted regarding this solicitation. Firms or individuals that attempts to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.

(b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

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

**RESPONSIVENESS / IMPROPER OFFERS:**

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



(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an invitation for bids, each separate offer must be submitted as a separate document. If this solicitation is a request for proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

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

**RESTRICTIONS APPLICABLE TO OFFERORS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the using district department or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any using district department or its employees, agents or officials prior to award.***

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

that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",

(2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Chesterfield County School District, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or

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

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages. (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, **will not** be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

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

**TAX CREDIT AVAILABLE:** Contractors interested in income tax credit availability by subcontracting with certified minority firms contact the Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

**TAXPAYER IDENTIFICATION NUMBER:** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for

opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

**ETHICS ACT:** By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statues require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee- Section 8-13-790, (b) Recovery of kickbacks-Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official-Section 8-13-720, (d) Use or disclosure of confidential information- Section 8-13-725, and € Persons hired to assist in the preparation of specifications or evaluation of bids-Section 8-13-1150.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal district processes so that offers cannot be received at the district office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If district offices are closed at the time of a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

## **B. SPECIAL INSTRUCTIONS**

**DEAD LINE FOR SUBMISSION OF QUESTIONS: Monday September 16, 2019, AT 3:00 P.M. Submit questions to: [wwallace@chesterfieldschools.org](mailto:wwallace@chesterfieldschools.org).** Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment.

### **BID SUBMITTAL:**

The District shall receive all bids no later than the date and time specified on the cover letter.

**Required:** Clearly mark the outside of the sealed envelope, box or package containing the bid and the FEDX or UPS package with the solicitation # and solicitation description found on the cover page.

### **Hand deliver/Mail/Courier service to:**

Chesterfield County School District  
401 West Boulevard  
Chesterfield, SC 29709  
Attn: Wayne Wallace  
Solicitation #12183  
Auctioneer Services

**\*Note: Chesterfield's Next Day Deliveries may not arrive before 3:00 PM.**

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Bidder's chosen means of proposal delivery. **Bidders failure to meet the proposal due date and time shall result in rejection of the bid.**

**FAXED or e-mailed bids are not acceptable.**

**CLARIFICATION:** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

**FUNDS NOT AVAILABLE:** The District's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made.

**PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Procurement Director within the time provided.

**PROTEST:** Any protest shall be submitted in writing to Chesterfield County School District Procurement Director, 401 West Boulevard, Chesterfield SC 29709.

### **III. SCOPE OF WORK/SPECIFICATIONS**

**SCOPE:** The School District of Chesterfield County desires to enter into an indefinite quantity, non-exclusive term contract, with a qualified auctioneer licensed to do business in the State of South Carolina to conduct public sales for surplus property at a location as determined by the District on an as-needed basis and in accordance with the requirements of this solicitation.

**Proposal Due Date/Time:** Sealed proposals will be received until 3:00 p.m. (EST) on Thursday September 19, 2019. Late proposals will not be accepted. Due to the nature of the proposals only the names of the proposers will be read

aloud at 3:00 p.m. on Thursday September 19, 2019. No other information will be disclosed at that time.

**Term of Contract/Option to Renew:** Initial term of contract shall be for one (1) year. The district, at its discretion may extend the contract for four (4) additional periods of one (1) year each. The contract will automatically renew on each anniversary date as long as both parties desire to maintain said contract. Renewal on the part of the District will be based upon satisfactory Contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party as follows: notification by the successful firm shall be given to the District no less than ninety (90) calendar days prior to the contract renewal date, and, should the District elect not to renew the contract, a minimum thirty (30) day notice shall be provided to the contracted firm. The District's right to terminate the contract during the contract period will be governed by the General Terms and conditions.

**Contract Administration:** Questions or problems arising after award of this contract shall be directed to the Director of Procurement, Chesterfield County School District, 401 West Boulevard, Chesterfield, SC 29709.

**Minimum Service Requirements & Conditions Of Sales:** In addition to the actual sale, the Auctioneer will be responsible for:

1. Provide a typed ad to the District a minimum of twenty-one (21) days prior to the auction sale date to be able to meet a minimum fifteen (15) day advertising requirement.
2. Auctioneer will be responsible for Advertising the auction in the local to include: The link, The Cheraw Chronicle, Chesterfield County Shopper and The State Paper, and notification through mailing lists.
3. The Auctioneer shall obtain all necessary licenses and permits.
4. Be responsible for complete accountability for collection of funds and the recording transactions.
5. Provide support, including clerks, cashiers, porters, and other personnel, necessary for the auction/sale of property, at no additional cost, and be responsible for all costs to prepare the items for sale.
6. Auctioneer must accept all surplus and not be allowed to pick and choose items.
7. Provide all supplies, equipment, material, supervision and personnel to accomplish the auction on the day of the sale.
8. Auctioneer shall collect and pay all sales tax to the State of South Carolina Department of Revenue.
9. Auctioneer must maintain an active bidders list to notify potential bidders of all auctions.
10. Auctioneer must provide the following records with ten (10) business days subsequent to auction:
  - a. Detailed consignment auction recap report containing property

description, and actual sale price.

b. Name, address and telephone number of buyers for each line item sold.

11. Auctioneer will pay the District the amount of the full sale price of each item, less any commission regardless of any purchase situation created the buyers (e.g. bad checks, invalid cred cards, etc.)
12. Auctioneer must remit all sale proceeds to District Procurement Officer, less commission, within ten (10) business days of actual sale.
13. Auctioneer will be responsible for physically organizing, including tagging and labeling all goods, vehicles, and/or equipment included in the auction.
14. At a minimum, a 4' x 8' color sign to be placed on site 2 weeks prior to scheduled auction date.
15. Terms of Sales:
  - (a) All items sold "As Is", "Where is"
  - (b) Cash, Check, MC/Visa
  - (c) Collect a buyer's fee no greater that ten percent (10%) from successful buyers on any or all items sold.
16. **Unsold Property:**The District may elect to reschedule unsold property at subsequent auction events at no additional expense to the District above and beyond the contracted commission rate that shall apply, if, and when the property does not sell.
17. **Reserve or Minimum Bids:** The District reserves the absolute right to require reserves or minimum bid amount(s) on specific property. Such property shall be identified to the auctioneer.

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

#### **IV. INFORMATION FOR OFFERTORS TO SUBMIT**

1. Offer is to provide Signature Sheet and Amendment Sheet. (Page 1 and 2)
2. Pricing Form
3. Vendors Application (Only if the company has not done business with the school district during the past 2 year.)
4. W-9 Form (Only if the company has not done business with the school the past 2 year.)
5. Profile Page
6. Litigation Disclosure Form

7. Deviation Form
8. Special Conditions
- 9.
10. Each Proposer must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your proposal being deemed non-responsive:
  - a. Proposer's main business activities and ability to perform the work requested in this solicitation.
  - b. A history of the Proposer's background and number of years' experience in providing similar services.
  - d. Qualifications of the Proposer's personnel to be assigned to this project, including auctioneer licensing, educational background, certificates and/or resume.
  - e. List any subcontractors or sub-consultants to be assigned to this project and a brief history of their background and experience.
  - f. List at least three (3) references. (preferably in a K-12 educational environment of similar size.) Please provide a contact name and telephone number for each reference given. The District reserves the right to consider the level of customer satisfaction in award of the bid. The District reserves the right to consider the historic information and fact, whether gained from the Offeror's proposal, references, or any other source. Should the references volunteer any information outside the specific questions, this information may be used in the evaluation process.
  - g. Pricing/Fee for Services: Provide your commission (%of gross sales) for providing the services described herein.
11. All bids should be complete and should convey all of the information requested by the District. If significant errors are found in the offeror's bid, or if the bid fails to conform to the essential requirements of the Best Value Bid, the District and the District alone will be the judge as to whether the variance is significant enough to reject the bid. Bids which included either modifications to any of the contractual requirements of the Best Value Bid or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.
12. Offeror's proposal Must contain all required information to be considered for award. If you did not bid as specified your bid will be considered non-responsive for that item and will not be evaluated. All bids must include, as a minimum, the following in format.
13. **Failure to provide all requested information will be reason for rejection of bid.**
14. **Failure to bid as specified will be reason for rejection of bid.**

## V. QUALIFICATIONS



Offeror must, upon request of the District, Furnish satisfactory evidence of its ability to furnish the goods or services requested in accordance with the terms and conditions set forth in this bid. The District reserves the right to make the final determination as to the Offeror's ability to provide the goods/services requested herein.

**QUALIFICATION OF OFFEROR:** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the districts Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the district, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

**District Standards of Responsibility:** – Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:

1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
2. satisfactory record of performance;
3. a satisfactory record of integrity
4. qualified legally to contract with the district; and
5. supplied all necessary information in connection with the inquiry concerning responsibilities.

## **MINIMUM BIDDER QUALIFICATIONS:**

**Qualifications – Required Information:** In order to evaluate your responsibility, offeror should submit the following information or documentation for the offeror and any subcontractor:

1. Must have a minimum of one (1) year formal auctioneer training. Must be able to provide a copy of official documentation (e.g. diploma or certification) demonstrating completion of one (1) year formal training.
2. Experience/Resume: Must have at least five (5) years of experience as an auctioneer at surplus property auctions. Bidders must have performed a minimum of twenty-four (24) auctions.
3. References: Bidders must provide three (3) or more references including name of client, contract name and phone number and number of years that you have performed auctioneer services for the client. References must be from auction houses, other K-12 districts for which similar services have been performed, auction company employers, businesses, etc.

4. CONTRACTOR'S LIABILITY INSURANCE (JAN 2013): (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CONTRACTOR'S LIABILITY INSURANCE (JAN 2013):** (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or furnished in with such work or operations. General liability coverage can be provided in the form of endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this section. All certificates are to be received and approved by the State before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverage required by this section or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of, but this provision applies regardless of whether or not the State or Using Governmental Unit has a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**References:** If you have not performed services for the Chesterfield County School District in the last three years, offeror should provide the names and contact information of three businesses for which contractor has provided similar services during the last three years. (Submit on Company Profile and References form included in section VIII)

## **VI. AWARD CRITERIA**

**AWARD CRITERIA :** All bids/proposals will be reviewed for purposes of determining responsiveness and responsibility. Any bid/proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a bid/proposal for review does not necessary qualify the proposer or bid/proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid/proposal to be disregarded.

**AWARD TO ONE OFFEROR:** Award will be made to one Offeror.

**EVALUATION FACTORS – PROPOSALS:** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most importance. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to the least advantageous. The award will be made to the responsive and responsible bidder whose bid/proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this solicitation. The following criteria will be used in the evaluation process:

- a) Cost of Services
- b) Experience, length of time in business and other matters relating to relevant experience

- c) Reference responses
- d) Responsiveness to this Best Value Bid/Proposal regarding requested information and ability to meet the District's requirements

The evaluation team 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 to a clarification request given by any vendor. Vendors are cautioned that the evaluators are not required to request clarification; therefore, all offers should be complete and reflect the most favorable terms. **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.**

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

## VII. TERMS and CONDITIONS

### A. GENERAL

**Acquire Services & Supplies / Equipment:** The purpose of this solicitation is to acquire services, supplies or equipment complying with the enclosed description and / or specifications.

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

**Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**Choice-of-Law:** The agreement, any dispute, claim, or controversy relating to the agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**Compliance with Laws:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS:** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this solicitation and the contractor. All questions, problems or

changes arising after award of this contract shall be directed to the buyer responsible for this solicitation, 401 West Boulevard, Chesterfield SC 29709.

**District-Wide Term Contract – Scope:** The scope of this contract is limited by the Quotation Schedule and by the description included in Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations

**Equal Opportunity:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60- 4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

**Fixed Pricing Required:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. Price(s) shall include overhead, profit, insurance, rental equipment, power tools, travel, fuel, fuel surcharges, delivery, set-up charges, etc. The district shall not honor any hidden charges.

**ITEM SUBSTITUTION:** (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from District without permission from the Procurement Officer.

**INDEMNIFICATION:** Chesterfield County School District, 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 furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

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

**Non-Indemnification:** Any term or condition is void to the extent it requires the district to indemnify anyone.

**Payment For Goods and Services:** Payment for goods and services received by the District shall be processed in accordance with Chesterfield County School District Procurement Code.

**Publicity:** Contractor shall not publish any comments or quotes by district employees, or include the district in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**South Carolina Governing Law Clause:** The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with title 11, chapter 35, article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Chesterfield County, State of South Carolina. Contractor agrees that any act by the District regarding the agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERMINATION FOR CONVENIENCE-SHORT FORM TERMINATION FOR CONVENIENCE:**

The Procurement Officer may terminate this contract in whole or in part for the convenience of the district. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the district in the manner and to the extent directed by the Procurement Officer:

- (a) Any completed supplies; and
- (b) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall: (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the district, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the district beyond what it would have been had the subcontract contained such a clause.

**Default – Short Form:** The district may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the district, upon request, with adequate assurances of future performance. In the event of termination for cause, the district shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the district for any and all rights and remedies

provided by law. If it is determined that the district improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**OFFEROR RESPONSIBILITY:** Each offeror shall acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

## **B. SPECIAL**

By submitting a bid for this solicitation all parties agree that a delivery by an contractor/vendor to a common carrier does not constitute delivery to the District. Any claim for loss or damages shall be between the contractor and the carriers.

**OMIT TAXES FROM PRICE** : Do not include any sales or use taxes in Your price that the District may be required to pay. (When Invoicing show sales tax as a separate line item.)

## **C. SPECIAL CONTRACT CLAUSES**

**PROPOSAL CONDITION OF PRICE:** Bid prices must be fixed for the term of the contract.

**DEBARMENT/SUSPENSION:** By submission of a response to this solicitation, bidders are certifying that they are not debarred or suspended from doing business with any other School District.



# LITIGATION DISCLOSURE FORM

## Solicitation #12183

If your company is currently involved in any litigation, or has been involved in any litigation over the past twenty-four (24) months, with a customer or supplier, it must be documented below. Any Proposal submitted without the detailed litigation documentation will be rejected.

***Has your company been involved in litigation with a customer or supplier over the last twenty-four (24) months?***

\_\_\_\_\_YES

\_\_\_\_\_NO

***If "yes", complete the below information for each such litigation:***

### ***CUSTOMER LITIGATION:***

Customer Name	City	State	Reason for Litigation

### ***SUPPLIER LITIGATION:***

Supplier Name	City	State	Reason for Litigation

The person signing this Proposal certifies the accuracy of the statements contained in the Litigation Disclosure Form:

\_\_\_\_\_  
**COMPANY SUBMITTING PROPOSAL**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

**DEVIATION FORM**  
**Solicitation # 12183**

**NOTE:** The Buyer will not accept the general statement:

Any, and all, deviations in specifications **MUST** be documented below. Any Proposal submitted without the detailed deviation documentation will be rejected.

Does your proposal deviate from attached specifications?                    **YES**                    **NO**

If yes, indicate below any and all deviations from the specifications:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE and DATE

**SPECIAL CONDITIONS**  
**Solicitation # 12183**

Proposal prices must include all labor, materials and shipping. Note that the District does pay 8% S.C. Sales Tax.

Proposal will be awarded based on the option that serves the best interest of the district.

Vendor/Sub-offeror must stipulate that they are responsible for running a National Sex Offender Registry check on their employees who work in schools.

*By signing below, the Vendor agrees to prohibit any employees or sub-offeror employees from performing work or services at Chesterfield County School District Properties, if they are deemed to be Registered Sex Offenders, or pose a known criminal danger to children or staff. The Vendor hereby agrees to run a National Sex Offender Registry check (<http://www.nsopr.gov/>) or equivalent on all employees or sub-offeror employees who may be in the proximity of school children or staff. This check must be done by the Vendor prior to performing any work or services for Chesterfield County School District.*

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

**Non-Appropriations**

The District reserves the right to deduct from the Proposal any items for which funding may not be available due to non-appropriations.

IX.

Chesterfield County School District

Chesterfield County School District, Procurement Department

# Vendor's Application

**Purpose-** This form must be completed in order for the Chesterfield County School District to process the correct information regarding **your company** into our computer system. The information provided will ensure that purchase orders and checks are sent to the correct address, and **MUST BE** completed before an order or payment remittance can be processed to your company.

**Instructions-**

1. Please complete this application and return to Chesterfield County School District, Procurement Department, 401 West Blvd., Chesterfield, SC 29709 Telephone # 843-623-3436 Fax # 843-623-3434
2. Send your W-9 along with this form by mail or fax to address listed in #1 above.
3. Send any catalogs or brochures by mail to the attention of the Procurement Department.

**Remit to address:** (For mailing payments)

Vendor \_\_\_\_\_  
 Attention \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 PO Box \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip code \_\_\_\_\_  
 Telephone number (\_\_\_\_) \_\_\_\_\_  
 Fax number (\_\_\_\_) \_\_\_\_\_

**Tax information (REQUIRED):**

( Send your W-9 along with this form)

Federal ID# \_\_\_\_\_

If individual, \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Social Security Number

Do you remit taxes to South Carolina? \_\_\_\_\_  
(Yes) (No)

S. C. Retail License # \_\_\_\_\_

**Mail purchase orders to:** (if different)

Vendor \_\_\_\_\_  
 Attention \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 PO Box \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Telephone number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Fax number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Vendor's usual terms**

Cash discount \_\_\_\_\_ Payment terms \_\_\_\_\_

Trade discount \_\_\_\_\_ Minimum order \_\_\_\_\_

**Product or Service provided**

**Type of business:** \_\_\_\_\_ Retail Dealer \_\_\_\_\_ Wholesale dealer \_\_\_\_\_ Manufacturer

\_\_\_\_\_ Minority Business \_\_\_\_\_ Non-Profit Organization \_\_\_\_\_ General Contractor

\_\_\_\_\_ Architect/Engineer \_\_\_\_\_ Other (Specify) \_\_\_\_\_

President/Owner: \_\_\_\_\_ (type or print) Authorized representative \_\_\_\_\_ (type or print)

Verification (I hereby certify the information supplied is correct) \_\_\_\_\_  
Printed name of person completing this form

Date \_\_\_\_\_ Signature of person completing this form

9/8/05

Revised 09/26/2005

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	<b>Employer identification number</b>																								
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.