LEXINGTON 4 DISTRICT FOUR LEAD·LEARN·SERVE·EXCEL	**Lexington School District Four**	Solicitation Number: **IFB-2027.04** Amendment Date: 10/21/2026	
	INVITATION FOR BID **Amendment #1 – Q & A**	Procurement Contact: Shelley Allen E-Mail Address: sallen@lexington4.net	

DESCRIPTION: Third Party Inspectors (Chapter 1 and 17 and Storm Drain Inspections)

*The Term "Offer" Means Your "Bid" or "Proposal". **Your offer must be submitted in a sealed package.** Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW:

PHYSICAL/MAILING ADDRESS:
Lexington School District Four
607 E 5th Street, Swansea, SC 29160
Emailed Responses/Offers will NOT be accepted.

# of Copies to be Submitted	3 Hard Copies
IFB Issue Date	10/7/2026
Last Date for Submission of Questions	10/21/2026 at 11:30 am
Offer Due	11/2/2026 at 11:30 am

The timing & sequence of events resulting from this IFB/RFP may vary and will ultimately be determined by Lexington School District Four. The award, notice of this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.lex4.org/page/purchasing

Question 1: In the title the term "Storm Drain Inspections" is used. Are you referring to Storm Water Pollution Protection Plan (SWPP) inspections according to the Erosion Prevention Sediment Control Plan (EPSC)?

Yes. Storm drain inspections in Lexington, SC typically refer to compliance checks governed by the Storm Water Pollution Protection Plan (SWPP) and the Erosion Protection and Sediment Control (EPSC) framework.

Question 2: To whom shall I address our proposal?

Please submit to the following address with Subject or Attn: IFB 2027.04.

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Question 3: Would LCSD4 disclose the estimated cost for construction for the new transportation and maintenance building?

No more than $3 million.

Question 4: Would LCSD4 please define the terms; Offeror, Contractor, Subcontractor and Vendor? It appears that each of these terms are used interchangeably throughout the Solicitation Document and we would like to understand what Sections, Articles, and/or contract Clauses apply to the successful award/ bidder who will be providing third-party inspection services.

Offeror, Contractor and Vendor can be used interchangeably and refer to the vendor who is submitting the proposal to the district. A Subcontractor is referring to any individual or company the Offeror uses outside of their organization to complete work in fulfilling a future contract.

Question 5: 3. Section 3 – Submission Information for Offerors, Article 3.3 – Qualification of Offeror, Sub-Article – Special Standards of Responsibility, sub-section (a), Item 4, reads Offeror should have no less than five (5) years of experience in gutter systems removal and installation. Does this apply to this solicitation, or was this published in error?

The reference to gutter systems removal and installation was an error and has been updated to reference 3rd Party Inspections. The following language under Section 3.3 of the IFB has been revised to reflect accurate standards of responsibility:

Special Standards of Responsibility:

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATION(S), DO NOT SUBMIT AN OFFER:

1. Offeror must have all required licenses.
2. Offeror must have a clear understanding of service requirements and be able to meet required timelines.
3. Offeror must have adequate staff, expertise, experience, organization, and support personnel to perform the work required under this contract.
4. Offeror should have no less than five (5) years of experience in performing 3rd party inspections.
5. Offeror must carry the required workers' compensation and general liability insurance. Certificate of insurance will be required.
6. Offeror should have a satisfactory record of performance from at least three (3) references that are similar in size and type. Offeror should submit with the three (3) references, including a contact person and a telephone number where similar work has been performed. References should be for work completed within the last two (2) years and should be on the same scope as described within this solicitation (submit on the attached Reference Form).
7. Offeror must have appropriate financial, material, equipment, facility and personnel resources to perform the work required.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above and that you have a clear understanding of the service requirements of this solicitation. Include all appropriate supporting documentation.

Question 6: 5. Section 7 - Attachments to Solicitation, Bid Pricing Form, does not appear to include any reference or description of IBC Chapter One (1) Building Inspections. Can LCSD4 clarify how respondents should address these services within their proposals? Specifically:

1. **Does LCSD4 intend to conduct further negotiations with the successful bidder prior to contract execution to establish the scope and pricing associated with IBC Chapter 1 Building Inspections?**
2. **Alternatively, should respondents independently estimate the anticipated inspection quantities and provide corresponding unit rates and extended pricing for the inspections they deem necessary?**
3. **Or does LCSD4 anticipate issuing an amendment to the solicitation that will identify the required inspection quantities and associated pricing structure for IBC Chapter 1 Building Inspections?**

The attached Amended IFB should address these questions.

LEXINGTON 4 DISTRICT FOUR LEAD·LEARN·SERVE·EXCEL	**Lexington School District Four** **INVITATION FOR BIDS**	Solicitation Number: Date Issued: Procurement Contact: E-Mail Address:	**IFB-2027.04 - Revised** 10/7/2026 Shelley Allen sallen@lexington4.net

DESCRIPTION: Third Party Inspectors (Chapter 1 and 17 and Storm Drain Inspections)

The Term "Offer" Means Your "Bid" or "Proposal". ***Your offer must be submitted in a sealed package.*** *Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

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# of Copies to be Submitted	3 Hard Copies
Pre-Bid/Proposal Conference, if applicable	N/A
Last Date for Submission of Questions	10/21/2026 at 11:30 am
Offer Due	11/2/2026 at 11:30 am
Anticipated Intent to Award Date (subject to change)	

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NAME OF OFFEROR *(Vendor Name)*:(full legal name of business submitting offer)	NAME & TITLE OF PERSON AUTHORIZING OFFER: (Person must be authorized to submit binding offer to contract on behalf of Offeror.)

INSTRUCTIONS REGARDING OFFEROR'S NAME: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)	TAXPAYER IDENTIFICATION NO.

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code:	Number:	Extension:	Other:
	E-Mail Address:			

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address **(check only one)**	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

I certify that this offer is made without prior understanding, agreement, or connections with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I hereby agree to all terms and conditions outlined in this document, confirm that my offer will remain valid for 90 days, and certify that I have the authority to sign on behalf of the offeror.

Authorized Signature:_____

Name (typed or printed):_____

Title:_____

Email:_____

OFFEROR MUST SUBMIT A COMPLETED & SIGNED COPY OF THIS 2 PAGE FORM WITH OFFER PACKAGE.

LEXINGTON SCHOOL DISTRICT FOUR
INVITATION FOR BID
Third Party Inspectors (Chapter 1 and 17 and Storm Drain Inspections)

1. INTRODUCTION

1.1 Summary

Lexington County School District Four ("District" or "LCSD4") invites sealed proposals from qualified and properly licensed engineering and testing firms to provide all labor, materials, equipment, supervision, transportation, certified personnel, incidentals, and services necessary to complete the Construction Materials Testing (CMT) and Special Inspection Services for the new Lexington Four Transportation and Maintenance Building located at 140 Lewis Rast Road, Swansea, SC 29160.

The successful proposer shall provide complete third-party International Building Code (IBC) Chapter 1 and Chapter 17 Special Inspections, structural field monitoring, accredited laboratory testing, and stormwater compliance inspections in accordance with this solicitation, approved project drawings, technical specifications, applicable codes, and South Carolina regulatory requirements.

This solicitation is intended to result in an award to the most qualified and responsible proposer whose proposal is determined to be the most advantageous to the District, subject to the requirements of the District's procurement policy and applicable South Carolina law.

The District reserves the right to reject any or all proposals, to waive minor informalities where legally permissible, and to make an award in the best interest of the District consistent with applicable procurement requirements.

1.2 Contact Information

Shelley Allen
Chief Financial Officer
Email: sallen@lexington4.net
Phone: (803) 490-7000

1.3 Timeline

Date Issued:	October 7, 2026
Question Submission Deadline:	October 21, 2026, 11:30 am
Submit Offer By:	November 2, 2026, 11:30 am

2. INSTRUCTIONS TO OFFERORS

2.1 Addendum(s) to Solicitation

The solicitation may be amended at any time prior to opening. Addenda notifications will be posted to the district website. All actual and prospective offerors should monitor the district website, as failure of any offeror to receive any such addenda or interpretation shall not relieve such offeror from any obligation under their offer as submitted. Acknowledgement of Amendments should be completed on page 2 of the required submission cover page.

2.2 Award Notification

Notice regarding any award, cancellation of award, or extension of award will be posted to the district website and electronically distributed to all offerors who submitted.

2.3 Drug-Free Work Place Certification

By submitting an Offer, Offeror 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.

2.4 Elaboration and Clarification

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the solicitation. If, after examination of the various terms and conditions and requirements of this document, the Offeror believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Offeror must request, in writing, that the District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. The Offeror must provide applicable Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned, in writing, on or before **October 21, 2026 by 11:30 am**. All requests for interpretation of the bid documents shall be submitted in writing to Shelley Allen, the Chief Financial Officer at sallen@lexington4.net. Email is the required method for submitting questions with "Questions: Solicitation #" as the subject of the email. All questions and answers will be posted anonymously on the District's procurement website as an addendum at the close of the Q&A period.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the solicitation and/or the participant's response.

No questions may be directed to or contacts made with members of the School Board, Superintendent, or any District staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made. Violation of this prohibition will be subject to disqualification of the Respondent from further consideration.

2.5 Experience and Reference Check

The District reserves the right to consider historic information and facts, whether gained from the Respondent's bid/proposal, question and answer conferences, references, or any other source, in the review of a response. Offeror acknowledges: (1) that the District will contact various persons who are familiar with the offeror's prior work and related matters, whether such persons are voluntarily disclosed to the District in this bid/proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate review of bid/proposal; and (3) that offeror will not take any action against any person who responds truthfully and in good faith to a bonafide inquiry by the District for purposes of reviewing the offers received by the District under this solicitation.

2.6 Maximum Contract Period

Any resulting contract from this solicitation will begin on the date specified in the Statement of Award or Intent to Award. The initial contract period is intended to cover the period from November 16, 2026 through October 31, 2027 or (1) year from the effective date of the initial contract. The district may exercise the option to renew for an additional (4) four years.

2.7 Offer Submission

Lexington School District Four will accept sealed bids/proposals. All bid/proposals shall be received no later than **November 2, 2026 at 11:30 am**. **Late bid/proposals will not be considered for evaluation**.

All bid/proposals must be submitted in ink or typewritten. Bids/Proposals may be withdrawn without penalty prior to the date and time of the opening. All offers shall be valid for a period of no less than ninety (90) days after the date of opening.

2.8 Pre-Bid/Proposal Conference

No pre-bid/proposal conference is scheduled at this time.

2.9 Bid/Proposal as Offer to Contract

By submitting your bid/proposal, you are offering to enter into a contract with Lexington School District Four. Without further action by either party, a binding contract shall result upon final award of this solicitation. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror in the submitted solicitation. Joint Bids/Proposals are not allowed – an offer may be submitted by only one legal entity. A Purchase Order shall be issued to the identified offeror by the District and shall give Offeror the right to proceed with fulfilling this contract.

2.10 Bid/Proposal Acceptance Period

Bids/Proposals may be withdrawn through offer closing date. After withdrawing a previously submitted bid/proposal, the responding firm may submit another bid/proposal at any time up to the deadline for submissions. In order to withdraw your offer after the minimum period specified in this solicitation, you must notify the Chief Financial Officer in writing.

2.11 Pricing

All prices and notifications submitted may not be altered or amended after the specified time for opening bids/proposals.

2.12 Procurement Process

This solicitation is an **Invitation for Bid (IFB)**. In the event the District elects to negotiate a contract with the successful Respondent, any contract shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The District reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent IFB, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the District. All bids/proposals will be publicly opened at the noted date and time. The name of each bidder and the total dollar amount of each bid will be recorded at the opening. Other than the information disclosed at the bid opening, contents of competing bids/proposals shall not be disclosed during the process of opening or negotiation.

2.13 Proprietary 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 the District, its 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 "PROTECTED". (All references to S.C. Code of Laws.)

2.14 Right to Protest

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. The protest shall be submitted in writing to the superintendent, setting forth the grounds and facts applicable thereto for the protest, and the relief requested, within 15 days of the date of the solicitation is posted in accordance with this policy, or within 10 days of when the notification of the award is posted in accordance with this policy. The filing of a protest shall not stay solicitation or award of a contract unless fraudulent. A matter that could have been raised as a protest of the solicitation may not be raised as a protest of an award or intended award of a contract. A protest must set forth both the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

All protests must be submitted in writing to the Superintendent, Dr. Justin Nutter, 607 E 5th Street, Swansea, SC 29160 or emailed to jnutter@lexington4.net. The protest must be filed in accordance to section 6-201 of the District's Procurement Code. The rights and remedies granted for protests are not available for contracts with an actual or potential value of less than $50,000.

2.15 Respondent's Ability

Respondents must, upon request of the District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Officials of the District may make such investigations as deemed necessary to determine the ability of the Respondent to perform such work. The District reserves the right to make the final determination as to the Respondent's ability to provide the

products or services requested herein and to reject any Respondent if evidence fails to indicate that the Respondent is qualified to carry out the requirements of the solicitation document.

2.16 Solicitation Condition

Each Respondent shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a Respondent to acquaint himself with existing conditions shall in no way relieve the Respondent of any obligation with respect to this solicitation or to the contract.

3. SUBMISSION INFORMATION FOR OFFERORS

3.1 Late Bid/Proposals

Bids/Proposals, amendments, or a withdrawal request received after the time advertised for the solicitation opening/closing will be not be accepted.

3.2 District Closure

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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

3.3 Qualification of Offeror

To be eligible for award of a contract, a prospective offeror must be responsible. In evaluating an offeror's responsibility, the District's 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 the Offeror is not eligible 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) the appropriate financial, material, equipment, facilities, personnel resources, and expertise available, or the ability to attain them, necessary to indicate its capability to meet all contractual requirements;

(2) a satisfactory record of past performance;

(3) a satisfactory record of integrity;

(4) qualified legally to contract with the school district; and

(5) supplied all necessary information in connection with an inquiry concerning responsibility. A copy of the written determination of non-responsibility shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made a part of the procurement file.

Special Standards of Responsibility:

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATION(S), DO NOT SUBMIT AN OFFER:

8. Offeror must have all required licenses.
9. Offeror must have a clear understanding of service requirements and be able to meet required timelines.
10. Offeror must have adequate staff, expertise, experience, organization, and support personnel to perform the work required under this contract.
11. Offeror should have no less than five (5) years of experience in performing 3rd party inspections.
12. Offeror must carry the required workers' compensation and general liability insurance. Certificate of insurance will be required.
13. Offeror should have a satisfactory record of performance from at least three (3) references that are similar in size and type. Offeror should submit with the three (3) references, including a contact person and a telephone number where similar work has been performed. References should be for work completed within the last two (2) years and should be on the same scope as described within this solicitation (submit on the attached Reference Form).
14. Offeror must have appropriate financial, material, equipment, facility and personnel resources to perform the work required.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above and that you have a clear understanding of the service requirements of this solicitation. Include all appropriate supporting documentation.

3.4 Prices Offered

Prices offered must be based upon payment in the thirty (30) days after delivery and acceptance. Discount for payment in less than thirty (30) days will not be considered in making award. Payment in connection with any discount offered will be computed from the time of acceptance.

3.5 Representative Samples

The District reserves the right to call for representative samples from responsive offerors. Samples, when required, must be submitted in accordance with the conditions and instructions cited in the body of the solicitation notice.

3.6 Resulting Contract

Every resulting contract is subject to all terms of the District Procurement Code, including limitations as to duration, rights of the District to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No terms take precedence over the solicitation and District Procurement Code.

3.7 Subcontracting

The Offeror shall not subcontract or sublet any portion of the work without the prior written consent of the Chief Operations Officer.

3.8 Taxes

All taxes, other than South Carolina sales tax, on any item that the District may be required to pay must be shown separately and not included in the offer prices.

4. TERMS AND CONDITIONS

4.1 Applicable Laws

All applicable laws, regulations, ordinances, etc. shall be deemed to be part of these specifications, and the specifications shall be read and enforced as though they were included.

4.2 Assignment

No contract may be assigned, sublet, or transferred without the written consent of the school district.

4.3 Background Checks

The vendor and all representatives of the vendor who will be onsite during the contract period, must have an acceptable background check to enter school property. At a minimum, the Offeror shall obtain a complete South Carolina statewide criminal background investigation and a National Sex Offender Registry check for all individuals and employees performing work or services for Offeror or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the offeror. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

4.4 Compliance

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that the Offeror is authorized and/or licensed to do business in this state, by submission of this signed offer, the Offeror agrees to subject itself to the jurisdiction and process of the courts of South Carolina as to all matters, and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State. The contract shall be construed in accordance with the laws of the State of South Carolina. The District may seek attorney's fees and Offeror agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Offeror.

4.5 Default

In case of default of the Offeror, the District reserves the right to purchase any or all items or services in default in the open market, charging the Offeror with any excessive cost. Should such charge be assessed, no subsequent bids of the defaulting Offeror will be considered until the assessed charge has been satisfied.

4.6 District Rights

The District reserves the right to reject offers that contain prices for items or services that are inconsistent or unrealistic when compared to other prices in the same or other offers if such action would be in the best interest of the district. Ambiguous offers which are uncertain as to terms, delivery, quantity, or compliance with

specifications may be rejected or disregarded. The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the project/service is intended.

The District reserves the right to waive any instruction, condition, or minor specification when considered to be in the best interest of the school district.

4.7 Examination of Records

The District has the right to audit the books and records of the vendors that pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order. The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

4.8 Federal/State Requirements

The successful Offeror will comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or disability.

4.9 Site Access

At each facility, the Contractor shall notify the main office of their presence on site and wear identification showing technicians pictures, as well, as company name and logo. The technician will also verbally notify the front office staff that the work is completed.

4.10 Force Majeure

Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but 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 embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

4.11 Indemnification

The successful Offeror shall indemnify and hold harmless the District and all its agents and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

4.12 Insurance and Safety Requirements

A. Insurance. Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless except by South Carolina. The

insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation. The contractor shall provide evidence of the ability to insure Lexington School District Four against general, automobile, and workers' compensation liabilities. Contractors must meet the minimum insurance limits outlined below.

The contractor shall provide proof of insurance naming the District as an additional insured for the project.

General Liability	$1,000,000 per occurrence $3,000,000 aggregate
Automobile Liability	$1,000,000 Combined Single Limit (C.S.L.)
Workers' Compensation	Per statutory limits
Excess Liability Umbrella	$1,000,000 C.S.L.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
   1. Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
   2. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract. The policy shall be endorsed to include the following language: "Lexington School District Four Its Directors, Officers, and Employees is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

C. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

4.13 Non-Appropriation

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

4.14 Payment for Goods and Services

Payment for goods and services received by the District shall be processed in accordance with the District Policy. A purchase order will be issued and must be referenced on all invoices presented for payment. Payment shall be Net 30. The District Accounts Payable staff processes checks weekly, but not less than, twice a month. All invoices must be received at least one week prior to the check processing date.

4.15 Payment & Interest

Unless otherwise provided in this Solicitation, the District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address provided. The District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

4.16 Purchase Orders

OFFEROR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE DISTRICT. Purchase orders may be used to elect any options available under this contract, but are subject to all terms and conditions of this contract. No other particular form is required.

4.17 Security

The Contractor shall be responsible for safeguarding against loss, theft, or damage of all District property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

4.18 Suspension and Debarment

By submitting a bid/proposal, the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity

4.19 Termination

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

- FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.
- FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived.
- DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible proposer until the assessed charge has been satisfied.

4.20 Term of Contract – Effective Date / Initial Contract Period

The effective date of this contract is the first day of the Maximum Contract Period. The initial term of this agreement is as stated in the Maximum Contract Period clause. This contract expires no later than the last date stated in the Maximum Contract Period. Prices submitted in response to this solicitation shall remain firm during the initial term of the contract.

4.21 Term of Contract - Option to Renew

At the end of the initial term, the District reserves the right to extend the contract for a period not to exceed up to **four (4)** additional one-year periods upon satisfactory agreement of the District and the Offeror. If no extension is agreed upon, this contract expires no later than the last date indicated in the Maximum Contract Period clause.

4.22 Term of Contract - Termination by Contractor

Contractor may terminate this contract at the end of the initial term, or at the end of any renewal term, by providing the Superintendent written notice of its election to terminate under this clause at least (90) days prior to the expiration date of the then current term.

4.23 Unauthorized Personnel

Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

4.24 Hours of Work

It is intended that the Contractor shall accomplish the majority of work during normal business hours. All routine work shall be scheduled in a manner that minimizes disruption during school hours. Contractor will work with the Chief Operations Officer to schedule work days with each location.

4.25 Quality of Work

All work must be of high quality and performed in accordance with industry standards, applicable state and federal laws, international building codes, and the specific plans, directives, and instructions provided by authorized representatives of Lexington School District Four.

4.26 Number of Workers

When applicable, the hourly rates specified in the contract shall represent the rate charged per hour, not per person. Only one individual shall be assigned to a task unless prior approval is granted.

4.27 Contractor's Personnel

The Contractor shall employ only trained personnel who are directly supervised and employed by the Contractor, unless prior approval for subcontracting is obtained. Any personnel assigned to perform or oversee work under this contract must hold appropriate credentials and qualifications relevant to the assigned work, including valid licenses or certifications where applicable.

4.28 Permits And Licenses

The Contractor shall be responsible to obtain any necessary permits for work directed under this contract. Payments for such will be made on the basis of billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a "one-time use" type permit for work performed under this contract.

4.29 Inspection

Lexington School District Four reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the district representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or

material rejected and shall rebuild and/or replace same without extra charge.

4.30 Warranty Of Materials And Workmanship

All materials and equipment provided under the contract shall be listed and labeled for the purpose intended. All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

4.31 Working Time

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the district. Computation of the number of hours worked shall include only those hours spent at the job site and travel time between district facilities. Hours worked excludes meal times.

4.32 Payment

The Contractor may bill the district monthly or quarterly. This will be established following the agreement to accept the contract. The invoice should include the total labor hours being billed, the billing date range, an itemized list of billable materials, and flex hour billing.

4.33 Rejection Of Bids/Proposals

The District reserves the right to reject any and all bids/proposals. Contractor will be selected based on what is in the best interest of the district and in accordance with the district's procurement policy. Any bid/proposal, which fails to meet the submission requirements may be found non-responsive without further evaluation unless the district determines that the non-compliance is insubstantial and can be corrected. This will be determined according to the district's procurement policy procedures.

4.34 Cancellation Of Contract

Lexington District Four reserves the right to cancel and terminate the contract in the event that the services provided by the Contractor prove to be unsatisfactory. Notification will be given of deficiencies and time allowed for improvement. The district will give a two weeks notification of termination of the contract. The contractor must give the district a 90-day notice to terminate the contract.

4.35 Basis For Award Of Contract

Award of this contract shall be made to the lowest responsive and responsible offeror. Contractors must submit offer for all locations and include the full scope of work for the location(s) outlined.

4.36 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) 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 District.

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

(d) 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.

4.37 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;

(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.

4.38 Civil Rights Provisions

The contractor providing services under this solicitation must comply with the provisions of the Civil Rights Act of 1964, as amended. The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this

contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, age, or disability. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex. age or disability. To file a complaint, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free at (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; of 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

4.39 Ethics Act

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.

4.40 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.

4.41 Contract Documents & Order of Precedence

(a) Any contract resulting from this solicitation shall consist of the following documents:

(1) a Record of Negotiations, if any, executed by you and the Superintendent,
(2) the solicitation, as amended,
(3) modifications, if any, to your offer, if accepted by the Superintendent,
(4) your offer,
(5) any statement reflecting the District's final acceptance (a/k/a "award"), and
(6) purchase orders.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

4.42 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.

5. SCOPE OF WORK

5.1 Introduction

Lexington County School District Four (LCSD4) requires qualified third-party engineering and testing contractors to provide International Building Code (IBC) Chapter 1 and Chapter 17 Special Inspections, construction materials testing, and site monitoring for the new Lexington Four Transportation and Maintenance Building in Swansea, SC.

The selected testing firm will perform all required inspections, accredited laboratory testing, field monitoring, and engineering consultations. The firm must maintain accredited testing laboratories and a certified regional team of engineers and ICC-accredited special inspectors to ensure compliance with District guidelines, project drawings, and South Carolina building codes. The plans and specifications related to this project can be found at Current Plans & Specs - Lex4 Transportation. Use the password “Transportation” to access.

5.2 Scope of Services

Soils & Foundations

- **Proof rolling**: Observation of subgrade proof rolling prior to fill placement to identify and remediate soft areas.
- **Density & Compaction Testing**: Conducting laboratory moisture-density relationship testing (ASTM D698 Proctor) and field density compaction testing on site grading and utility backfill.
- **Foundation Evaluations**: Inspecting and testing shallow foundation excavations to confirm soil bearing capacity relative to structural design specifications.

Reinforced Cast-in-Place Concrete

- **Mix Verification & Rebar Inspection**: Verifying concrete batch tickets against approved mix designs and inspecting reinforcing steel for size, spacing, grade, clearance, and proper support.

- **Placement & Field Testing**: Providing continuous monitoring during concrete placements, verifying hot/cold weather curing procedures, and sampling plastic concrete for slump, air content, and temperature.
- **Compressive Strength Testing**: Casting, curing, breaking, and reporting of concrete test cylinders.

Reinforced Masonry Construction

- **Materials & Reinforcement**: Reviewing site grout mix designs and inspecting reinforcement placement, lap lengths, and grout space cleanliness.
- **Grout Placement & Testing**: Continuously/periodically inspecting grout consolidation and anchor/dowel placement, as well as fabricating and testing masonry grout prisms.

Structural Components

- **Steel Connections & Fastening**: Verifying structural steel bolted and welded connections in accordance with AWS D1.1 and AISC standards.
- **Welding & Decking**: Confirming welder certifications, visually inspecting field welds, and verifying proper attachment of metal roof decking, joists, bridging, frame bracing, and wind/seismic fasteners.

Pavement & Site Work

- **Subgrade & Stone Base**: Observing proof rolling of subgrade and graded aggregate stone base prior to paving.
- **Asphalt Installation**: Monitoring asphalt pavement installation to verify lift thickness, temperature, and compaction density.

Environmental & Stormwater Monitoring (CEPSCI / SWPPP)

- **Weekly Inspections**: Providing a South Carolina Department of Health and Environmental Control (SCDHEC) certified CEPSCI inspector for weekly National Pollutant Discharge Elimination System (NPDES) stormwater and erosion control inspections.

IBC Chapter 1 — Building Inspections

- **Site Inspections:** Observing site preparation and applicable site conditions for general conformance with approved construction documents, including grading, building location, access, and other items identified in the approved inspection plan.
- **Footing & Foundation Inspections:** Inspecting footing and foundation excavations, reinforcing steel, forms, bearing conditions, and related work before concrete placement or concealment, as applicable to approved plans and inspection requirements.
- **Concrete Slab & Under-Floor Inspections:** Inspecting subbase, vapor retarder, reinforcement, embedded items, and applicable under-floor components before placement or concealment.
- **Lowest Floor Elevation:** Verifying and documenting the elevation of the lowest floor or other designated elevation against approved plans and applicable floodplain requirements.
- **Frame Inspections:** Inspecting structural framing, connections, bracing, fastening, and load-transfer components for general conformance with approved plans before concealment.

- **Lath & Gypsum Board:** Inspecting lath, gypsum board, attachment, joints, and related assemblies where required for structural, fire-resistance, or other rated construction before concealment or finish work.
- **Exposed Balcony & Walking Surface Waterproofing:** Inspecting waterproofing membranes, flashing, drainage, and related details before they are covered, focusing on continuity and conformance with approved details.
- **Fire- and Smoke-Resistant Penetrations:** Inspecting firestop systems and protection of penetrations and joints through rated assemblies for conformance with approved listings, details, and installation requirements.
- **Energy Efficiency:** Reviewing and inspecting applicable energy-code components identified in the inspection plan, such as insulation, air sealing, fenestration, and related envelope or system requirements.
- **Overhead & Final Inspections:** Performing overhead and/or final inspections of applicable building components and systems identified in the approved inspection plan; documenting observed deficiencies and required follow-up.
- **Other Building Inspections:** Providing additional building inspection or observation services specifically identified by the Owner in the bid schedule, with scope and deliverables agreed upon before work begins.
- **Plan Review & Pre-Planning Meetings:** Reviewing relevant plans, specifications, approved submittals, and inspection requirements; identifying inspection hold points, notice, access, testing coordination, and reporting expectations; attending requested pre-planning meetings.

NEC Chapter 1 — Electrical Inspections

- **Underground Electrical:** Inspecting underground electrical installations before backfill or concealment, including applicable conduit/raceway, wiring methods, burial depth, grounding/bonding, clearances, and site electrical components.
- **Electrical Rough-In:** Inspecting electrical rough-in before concealment, including boxes, raceways, conductors where visible, supports, grounding/bonding, clearances, and other applicable work shown in approved documents.
- **Electrical Final:** Inspecting completed electrical installations for general conformance with approved plans and applicable requirements, including devices, panels, labeling, grounding/bonding, clearances, and operational checks where within scope.
- **Other Electrical Inspections:** Providing additional electrical inspection or observation services specifically identified by the Owner in the bid schedule; confirming scope and deliverables before work begins.
- **Plan Review & Pre-Planning Meetings:** Reviewing electrical plans and submittals; identifying inspection stages, shutdowns, energization/testing coordination, access, safety considerations, and reporting requirements.

IFGC Chapter 1 — Fuel Gas Inspections

- **Underground Fuel Gas:** Inspecting underground fuel-gas piping before backfill or concealment, including material, routing, depth, protection, joints, corrosion protection, and applicable separation/clearance requirements.
- **Fuel Gas Rough-In:** Inspecting fuel-gas piping before concealment, including materials, sizing as shown, supports, valves, protection, clearances, and appliance connection provisions visible at rough-in.
- **Fuel Gas Final:** Inspecting completed fuel-gas installations for general conformance with approved plans and applicable requirements, including accessible piping, shutoff valves, appliance connections, venting/combustion-air interfaces where included, and labels.
- **Other Fuel Gas Inspections:** Providing additional fuel-gas inspection or observation services specifically identified by the Owner in the bid schedule; confirming scope and deliverables before work begins.
- **Plan Review & Pre-Planning Meetings:** Reviewing fuel-gas plans and submittals; coordinating inspection hold points, pressure/leak testing, utility or fuel supplier requirements, access, and documentation.

IMC Chapter 1 — Mechanical Inspections

- **Underground Mechanical:** Inspecting underground mechanical-related installations identified in approved documents before backfill or concealment, including applicable piping, sleeves, supports, protection, and required clearances.

- **Mechanical Rough-In:** Inspecting mechanical rough-in before concealment, including ductwork, equipment supports, piping, condensate provisions, fire/smoke dampers where applicable, access, and clearances shown in approved documents.
- **Mechanical Final:** Inspecting completed mechanical installations for general conformance with approved plans and applicable requirements, including equipment placement, duct/piping connections, access, clearances, condensate disposal, ventilation provisions, and labels.
- **Observation of Mechanical Tests:** Witnessing specified mechanical tests identified in the approved inspection plan, such as duct leakage, piping pressure, or operational tests; recording the test observed, results provided, and deficiencies or retests required.
- **Other Mechanical Inspections:** Providing additional mechanical inspection or observation services specifically identified by the Owner in the bid schedule; confirming scope and deliverables before work begins.
- **Plan Review & Pre-Planning Meetings:** Reviewing mechanical plans, schedules, equipment submittals, and test requirements; identifying inspection stages, access needs, startup/testing coordination, and required reports.

IPC Chapter 1 — Plumbing Inspections

- **Underground Plumbing:** Inspecting underground plumbing piping before backfill or concealment, including routing, material, slope where applicable, bedding/support, cleanouts, sleeves, and separation/clearance requirements.
- **Plumbing Rough-In:** Inspecting plumbing rough-in before concealment, including water distribution, drainage/vent piping, supports, slopes, cleanouts, fixture connections, and access provisions visible at this stage.
- **Plumbing Final:** Inspecting completed plumbing installations for general conformance with approved plans and applicable requirements, including fixtures, accessible valves, cleanouts, backflow devices where included, drainage, and hot-water provisions.
- **Observation of Plumbing Tests:** Witnessing specified plumbing tests identified in the inspection plan, such as water, drainage, vent, or other required pressure/leak tests; documenting the test observed and results provided.
- **Testing of Plumbing Work & Systems:** Performing or coordinating specified plumbing-system tests listed in the approved inspection plan, using agreed procedures and equipment; recording test conditions and results and identifying failed or incomplete tests.
- **Other Plumbing Inspections:** Providing additional plumbing inspection or observation services specifically identified by the Owner in the bid schedule; confirming scope and deliverables before work begins.
- **Plan Review & Pre-Planning Meetings:** Reviewing plumbing plans, schedules, submittals, and test requirements; identifying inspection hold points, test methods, access, shutdowns, and coordination with other trades.

IFC Chapter 9 — Fire Protection & Detection Inspections

- **Fire Detection & Alarm Systems:** Inspecting and/or witnessing acceptance testing of fire alarm and detection systems as specified, including initiating devices, notification appliances, control equipment, monitoring interfaces, and required sequence-of-operation demonstrations; reviewing test documentation.
- **Gas Detection Systems:** Inspecting and/or witnessing testing of gas detection systems where provided, including detector placement, control/interface functions, alarm annunciation, shutdown or response sequences, and required documentation.
- **Fire-Extinguishing Systems:** Inspecting and/or witnessing acceptance testing of applicable automatic or special fire-extinguishing systems, including system components, interfaces, alarms, releasing functions, and required test documentation.
- **Fire Hydrant Systems:** Inspecting and/or witnessing specified acceptance tests for fire hydrant systems, including installation and accessibility, and flow or pressure test observations where required; recording results observed or supplied.
- **Fire Standpipe Systems:** Inspecting and/or witnessing required acceptance testing of standpipe systems, including visible installation components, hose connections, valves, signage, and specified hydrostatic/flow tests; documenting results and deficiencies.

- **Other Fire Protection Inspections:** Providing additional fire-protection or fire/life-safety inspection or test services specifically identified by the Owner in the bid schedule; confirming scope and deliverables before work begins.
- **Plan Review & Pre-Planning Meetings:** Reviewing relevant fire/life-safety plans, sequence-of-operation matrices, product submittals, and acceptance-test requirements; coordinating witnessing, system interfaces, access, notifications, and test reports.

5.3 Contractor Requirements & Specifications

Inspector & Staff Certifications

- **Special Inspector Credentials**: Personnel performing Chapter 1 and Chapter 17 inspections must hold active certifications from the International Code Council (ICC).
- **Required Certifications**:
    - ICC Special Inspector (Soils, Reinforced Concrete, Structural Masonry, Spray-Applied Fireproofing, Structural Steel & Bolting, Structural Welding, Master of Special Inspections).
    - ICC Code Inspectors (Building, Electrical, Plumbing, Mechanical).
    - American Concrete Institute (ACI) Field Testing Technician - Grade I.
    - American Welding Society (AWS) / AISC Certified Welding Inspector (CWI).
    - South Carolina Office of State Engineer (SCOSE) and SC Department of Labor, Licensing and Regulation (SCLLR) certified inspectors.

Laboratory Facilities & Technical Standards

- **Testing Standards**: In-house testing laboratory must perform procedures under ASTM, ACI, AASHTO, and USACOE guidelines.
- **Equipment Capacity**: Compression testing machinery must feature capacities capable of evaluating standard 4-inch concrete cylinders and grout prisms up to structural requirements.

Operational & Quality Specifications

- **Code Compliance**: All inspections and evaluations must adhere to the AISC Manual of Steel Construction, AWS Structural Welding Code (AWS D1.1), IBC Chapters 1 & 17, and project contract drawings/specifications.
- **Scheduling Notice**: On-call inspection services require a minimum 24-hour advance notice from the contractor or project representative.
- **Reporting Protocol**: Electronic dispatch of test results and site inspection reports to project stakeholders, with immediate notification for any non-conforming or low compressive strength results.

District's Right to Stop Project During Installations

If the contractor fails to correct defective work or persistently fails to comply with the specifications, the District my order the contractor to stop work on the project, or any portion thereof, until the cause for such

order has been eliminated; however, this right of the District to stop the work shall not give rise to any duty on the part of the District to exercise this right for the benefit of the contractor or any other person or entity.

Changes in Work

No change in scope, quantity or price shall be performed without written authorization from the District's authorized representative.

Unauthorized work shall be performed at the Contractor's risk and shall not entitle the Contractor to additional compensation.

Any change order shall be processed in accordance with applicable South Carolina procurement requirements and District policy.

5.4 Mandatory Response Requirements

All responses shall include the following information:

1. Invitation for Bid Form (Page 1 & 2) completed and signed by authorized agent.
2. Verification of Insurance - Provide valid Certificate of Liability Insurance
3. License Verification – Provide valid applicable Contractors License, if applicable
4. Pricing - Completed Pricing Form with Authorized Signature

6. AWARD CRITERIA

AWARD CRITERIA - BID: Award will be made to the lowest responsive and responsible bidder.

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

CALCULATING THE LOW BID: Totals for the extended price lines will be added together to calculate the low bid. In determining award, unit prices will govern over extended prices unless otherwise stated.

Pricing for each product listed on the Bid Pricing Form shall include all costs for materials, installation and shipping. The Bid Pricing Form provides a listing of approved products for various categories of products and services. Bidders must submit an actual bid price for all products & services and a grand total of all line-item costs must be included.

Bid prices for all products and services shall remain firm for one (1) year after award of bid. No price increases will be considered during the initial year of the agreement. Price increases (if applicable) at the beginning of the next contract period shall not exceed the unadjusted percent change in the Consumer Price Index (CPI) the most recent 12 months for which data is available will apply. The District reserves the right to negotiate with contractors to obtain lower prices on large addition/renovation projects and new school projects.

7. ATTACHMENTS TO SOLICITATION

ATTACHMENT A: REFERENCES

Instructions: Provide three references of customers that you have provided similar services as is described in this solicitation. The list of References shall be completed in its entirety and submitted with the bid response.

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

BID PRICING FORM

ATTACHMENT B: BIDDING SUBTITUTES: - The specifications listed herein are not to be considered restrictive to one source of supply, however, items offered must be equal in quality and performance. Vendors must offer the items listed below, or acceptable substitutes, including but not limited to the following:

EXHIBIT A: OFFICIAL BID FORM & SCHEDULE OF UNIT RATES

Instructions to Bidders: Bidders shall provide unit prices and extended totals for all items listed below based on the estimated quantities provided. Extended totals must be calculated by multiplying the Estimated Quantity by the Unit Price. In the event of a mathematical error, the Unit Price shall govern.

SECTION 1: FIELD TESTING & SPECIAL INSPECTION SERVICES (IBC CHAPTER 17)

Item #	Description & Staff Classification	Estimated Quantity	Unit of Measure	Unit Rate ($)	Extended Total ($)
1.1	Subgrade Proofrolling Observation (Project Engineering Technician)	3	Hours		
1.2	Field Density Testing - Site Grading & Backfill (Staff Engineering Technician)	60	Hours		
1.3	Foundation Excavation Evaluation (Staff Engineering Technician)	12	Hours		
1.4	Foundation & Slab Rebar Inspection (Project Engineering Technician)	6	Hours		
1.5	Concrete Field Placement Inspection - Foundations/Slabs (Staff Engineering Technician)	24	Hours		
1.6	Concrete Field Placement Inspection - Exterior (Staff Engineering Technician)	6	Hours		
1.7	Concrete Cylinder Sample Pickup (Staff Engineering Technician)	10	Hours		
1.8	Masonry CMU Reinforcement & Grout Inspection (Staff Engineering Technician)	84	Hours		
1.9	Masonry Prism/Grout Sample Pickup (Staff Engineering Technician)	14	Hours		
1.10	Structural Steel Bolted & Welded Inspection (Senior Steel Inspector / CWI)	15	Hours		
1.11	Structural Epoxy, Wind & Seismic Anchor Inspection (Professional Engineer / MSI)	4	Hours		

Item #	Description & Staff Classification	Estimated Quantity	Unit of Measure	Unit Rate ($)	Extended Total ($)
1.12	Pavement Subgrade & Stone Base Proofrolling (Staff Engineering Technician)	6	Hours		
1.13	Asphalt Pavement Placement Monitoring (Project Engineering Technician)	12	Hours		
1.14	Storm Drain Installation & Utility Trench Backfill Inspection (Staff Engineering Technician)	20	Hours		

SUBTOTAL — SECTION 1: FIELD SERVICES

Section 1 Subtotal: $ _____

SECTION 2: LABORATORY TESTING SERVICES

Item #	Test Description	Standard / Protocol	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
2.1	Standard Proctor Compaction Test	ASTM D698	1	Test		
2.2	Atterberg Limits Determination	ASTM D4318	1	Test		
2.3	Grain Size Analysis (with Wash No. 200 Sieve)	ASTM D1140 / D6913	1	Test		
2.4	Laboratory Soil Moisture Content	ASTM D2216	1	Test		
2.5	Concrete Test Cylinders Compressive Strength	ASTM C39	25	Cylinder		
2.6	Masonry Grout Prisms Compressive Strength	ASTM C1019	56	Prism		

SUBTOTAL — SECTION 2: LABORATORY TESTING

Section 2 Subtotal: $ _____

SECTION 3: PROJECT MANAGEMENT & ENGINEERING REPORTING

Item #	Personnel Classification	Estimated Quantity	Unit of Measure	Unit Rate ($)	Extended Total ($)
3.1	Staff Associate / Project Manager	16	Hours		

Item #	Personnel Classification	Estimated Quantity	Unit of Measure	Unit Rate ($)	Extended Total ($)
3.2	Department Manager / Senior Group Leader	13	Hours		
3.3	Technical / Administrative Support	15	Hours		

SUBTOTAL — SECTION 3: MANAGEMENT & REPORTING

Section 3 Subtotal: $ _____

SECTION 4: EQUIPMENT & REIMBURSABLE EXPENSES

Item #	Description	Estimated Quantity	Unit of Measure	Unit Rate ($)	Extended Total ($)
4.1	Vehicle Mileage / Trip Charge	2,200	Miles / Trips		
4.2	Field Equipment / Nuclear Gauge Daily Usage	35	Visits		

SUBTOTAL — SECTION 4: EQUIPMENT & TRAVEL

Section 4 Subtotal: $ _____

SECTION 5: STORMWATER (SWPPP) & CEPSCI INSPECTIONS

Item #	Description & Personnel Class	Estimated Quantity	Unit of Measure	Unit Rate ($)	Extended Total ($)
5.1	Weekly NPDES / Erosion Control Site Inspections (CEPSCI Certified Inspector)	25	Weeks		

SUBTOTAL — SECTION 5: STORMWATER INSPECTIONS

Section 5 Subtotal: $ _____

SECTION 6: ADDITIONAL CODE INSPECTIONS

Complete the applicable unit-rate and extended-total fields for each inspection service offered. All prices, hourly rates, and dollar amounts from the reference worksheet have been omitted. Estimated quantities are left blank where the source worksheet did not specify them.

INTERNATIONAL BUILDING CODE (IBC) — CHAPTER 1

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.1	110.2	Site		Inspection		
6.2	110.3.1	Footing and Foundation		Inspection		
6.3	110.3.2	Concrete Slab and Under-Floor		Inspection		
6.4	110.3.3	Lowest Floor Elevation		Inspection		
6.5	110.3.4	Frame		Inspection		
6.6	110.3.5	Lath and Gypsum Board		Inspection		
6.7	110.3.6	Exposed Balcony & Walking Surface Waterproofing		Inspection		
6.8	110.3.7	Fire- and Smoke-Resistant Penetrations		Inspection		
6.9	110.3.8	Energy Efficiency		Inspection		
6.10	110.3.9	Overhead/Finals		Inspection		
6.11		Other (specify): _____		Inspection		
6.12		Other (specify): _____		Inspection		
6.13		Plan Review & Major Task Pre-Planning Meetings		Service		

NATIONAL ELECTRICAL CODE (NEC) — CHAPTER 1

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.14	107.2(1)	Underground		Inspection		
6.15	107.2(2)	Rough-In		Inspection		

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.16	107.2(3)	Final		Inspection		
6.17	107.2.1	Other (specify): _____		Inspection		
6.18		Other (specify): _____		Inspection		
6.19		Other (specify): _____		Inspection		
6.20		Plan Review & Major Task Pre-Planning Meetings		Service		

INTERNATIONAL FUEL GAS CODE (IFGC) — CHAPTER 1

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.21	107.2(1)	Underground		Inspection		
6.22	107.2(2)	Rough-In		Inspection		
6.23	107.2(3)	Final		Inspection		
6.24	107.2.1	Other (specify): _____		Inspection		
6.25		Other (specify): _____		Inspection		
6.26		Other (specify): _____		Inspection		
6.27		Plan Review & Major Task Pre-Planning Meetings		Service		

INTERNATIONAL MECHANICAL CODE (IMC) — CHAPTER 1

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.28	107.2(1)	Underground		Inspection		
6.29	107.2(2)	Rough-In		Inspection		
6.30	107.2(3)	Final		Inspection		
6.31	107.3	Observation of Tests		Inspection		
6.32	107.2.1	Other (specify): _____		Inspection		

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.33		Other (specify): _____		Inspection		
6.34		Other (specify): _____		Inspection		
6.35		Plan Review & Major Task Pre-Planning Meetings		Service		

INTERNATIONAL PLUMBING CODE (IPC) — CHAPTER 1

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.36	107.2(1)	Underground		Inspection		
6.37	107.2(2)	Rough-In		Inspection		
6.38	107.2(3)	Final		Inspection		
6.39	107.3	Observation of Tests		Inspection		
6.40	107.4	Testing of Plumbing Work & Systems		Inspection		
6.41	107.2.1	Other (specify): _____		Inspection		
6.42		Other (specify): _____		Inspection		
6.43		Other (specify): _____		Inspection		
6.44		Plan Review & Major Task Pre-Planning Meetings		Service		

INTERNATIONAL FIRE CODE (IFC) — CHAPTER 9

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
6.45	901.5	Fire Detection & Alarm Systems		Inspection/ Testing		
6.46	901.5	Gas Detection Systems		Inspection/ Testing		
6.47	901.5	Fire-Extinguishing Systems		Inspection/		

Item #	Code Ref.	Inspection / Testing Type	Estimated Quantity	Unit	Unit Rate ($)	Extended Total ($)
				Testing		
6.48	901.5	Fire Hydrant Systems		Inspection/ Testing		
6.49	901.5	Fire Standpipe Systems		Inspection/ Testing		
6.50	901.5	Other (specify): _____		Inspection/ Testing		
6.51		Other (specify): _____		Inspection/ Testing		
6.52		Plan Review & Major Task Pre-Planning Meetings		Service		

SUBTOTAL — SECTION 6: ADDITIONAL CODE INSPECTIONS

Section 6 Subtotal: $ _____

TOTAL BASE BID SUMMARY

Base Bid Schedule	Category Description	Total Cost Amount ($)
Section 1	Field Testing & Special Inspection Services (IBC Chapter 17)	
Section 2	Laboratory Testing Services	
Section 3	Project Management & Engineering Reporting	
Section 4	Equipment & Reimbursable Expenses	
Section 5	Stormwater (SWPPP) & CEPSCI Inspections	
Section 6	Additional Code Inspections	
TOTAL	TOTAL BASE BID AMOUNT	

BIDDER ACKNOWLEDGEMENT & AUTHORIZATION

The undersigned, having carefully examined the Bidding Documents, Scope of Work, Site Conditions, and Plan & Specifications for the Lexington Four Transportation and Maintenance Building project, hereby agrees to furnish all labor, equipment, materials, and services in accordance with the unit prices set forth above. (The plans and specifications related to this project can be found at Current Plans & Specs - Lex4 Transportation. Use the password "Transportation" to access.)

- **Company Name**: _____
- **SC Contractor/Engineering License Number**: _____
- **Authorized Representative (Print)**: _____
- **Title**: _____
- **Signature**: _____ **Date**: _____
- **Contact Email / Phone**: _____

OFFER PRICING CERTIFICATION

The Offeror acknowledge that every resulting contract is subject to all terms of the District Procurement Code, including limitations as to duration, rights of the District to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and district procurement code.

The Offeror agrees to abide by all conditions of this solicitation and certifies that they are authorized to sign this pricing offer for the Offeror. The Offeror agrees that if accepted and awarded, this Offer and IFB/RFP solicitation document shall serve as the Official Contract between the Offeror and Lexington School District Four.

The Offeror certifies the Company has never been disbarred or suspended from conducting business in South Carolina by any federal, state, or local agency or South Carolina school district, outside of any disclosed in this offer. The Offeror certifies that all required insurance coverage and licenses referenced in the IFB/RFP are current and meet the specifications required.

Authorized Signature: _____

Print Name: _____

Company: _____

Date: _____

ATTACHMENT C:

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS.
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ✓ REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED. DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED.
- ✓ MAKE SURE THAT YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE (PAGE 1 AND 2 OF THE SOLICITATION). MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS ON PAGE TWO OF THE INVITATION FOR BID COVER PAGE?
- ✓ MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED.
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE. **AFTER OPENING, IT IS TOO LATE. IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.**

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your offer.

ITEMS TO SUBMIT WITH OFFER:

1. **Cover – Page 1**
2. **Cover – Page 2**
3. **Bid Pricing Form**
4. **Reference Sheet**
5. **Copy of License(s), if applicable**
6. **Certificate of Insurance (COI)**