



Request for Quotation

Procurement Department | 100 Tarrar Springs Rd. | Lexington, SC 29072 | (803) 821-5619

Quotation must be received no later than: September 17, 2026 4:00PM EST	Solicitation Number: RFQ2027.7	Posting Date: September 10, 2026
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The Procurement Department reserves the right to reject any or all quotes and to waive any or all technicalities.
Quotes must be electronically submitted through [Beacon Bid](#).

Vendor Name		
Vendor Address		
Phone Number		E-mail
FEIN/SSN		SC Minority Certification #
Printed Name		Signature
Delivery Lead Time: _____ Calendar days from receipt of Purchase Order		

Line Item	U/M	Description	QTY	Unit Price (\$)	Extended Total (\$)
1	EA	OSHA 10-Hour Online Training and Certification student seat/license. Price shall include OSHA 10-Hour Construction and OSHA 10-Hour General Industry course access, required instructional content, assessments, educator platform access, certification processing, physical OSHA card, standard support, reporting, and all other costs necessary to provide the required service.	1,016	\$	\$
2	EA	Additional student seat/license, if ordered during the contract term. Unit price shall be the same regardless of course assignment unless otherwise clearly stated by the offeror.	Optional	\$	\$
3	EA	Replacement physical OSHA credential card, if needed after original issuance.	Optional	\$	\$
TOTAL EVALUATED PRICE (LINE 1 ONLY) Do not include sales or use tax. All required costs must be included.					\$

Award Criteria: Award will be made to one vendor for the complete requirement based on the lowest responsive and responsible quotation meeting all mandatory requirements. All responses must be posted on Beacon Bid (<https://www.lexington1.net/departments/procurement>)

Pricing Note: Line 1 will be used for evaluation. Optional line items will not be included in the evaluated total but must be priced if offered.

FOB/Shipping: Any shipping or delivery charges associated with physical credentials must be included in the quoted unit price.

SCOPE OF WORK

Lexington County School District One is soliciting quotations from qualified providers for fully online OSHA 10-Hour training curriculum and certification services for Career and Technical Education (CTE) students in grades 9-12. The District intends to purchase 1,016 student seats/licenses for the 2026-2027 school year across district high schools and Lexington Technology Center.

OBJECTIVE

The objective is to provide consistent, industry-recognized workplace safety instruction that supports student safety, workforce readiness, and access to OSHA 10 credentials in multiple CTE pathways, including construction, agriculture, automotive, healthcare, culinary, public safety, business, manufacturing, skilled trades, and related programs.

1. REQUIRED COURSE AND CERTIFICATION SPECIFICATIONS

- Provide OSHA 10-Hour Construction and OSHA 10-Hour General Industry online training options suitable for secondary-school students and beginning learners.
- Training shall be fully online and support both self-paced student use and instructor-led classroom implementation.
- Successful participants shall earn an official OSHA 10-Hour course completion card issued through the OSHA Outreach Training Program. The offeror shall be authorized to provide OSHA Outreach Training Program training or shall provide the training through appropriately authorized OSHA Outreach Training Program trainers. Upon request, the offeror shall provide documentation demonstrating its authority to provide the training and issue official OSHA 10-Hour course completion cards. Certificates or credentials that are only "OSHA-aligned," "OSHA-equivalent," or otherwise not issued through the OSHA Outreach Training Program will not satisfy this requirement.
- Course content shall include educator-oriented lesson materials and resources that can be integrated into existing curriculum and pacing.
- Course features shall include, at minimum, pre-tests or pre-assessments, study guides or downloadable reference materials, interactive learning activities or simulations, knowledge checks, and assessments.
- The platform shall provide a course reset or comparable reattempt feature that instructors can use to support additional learning and testing as appropriate.
- The solution shall include accessibility features that support participation by students with disabilities, IEPs, and language-based learning needs.
- Course content and/or support shall be available in English and Spanish.
- Upon successful completion, physical OSHA credential cards shall be shipped to the instructor/administrator managing the applicable student group.

2. ONLINE PLATFORM AND ADMINISTRATIVE FEATURES

- Provide instructor/administrator accounts for sixteen (16) teachers/administrators at no additional cost.
- Provide an instructor/administrator dashboard with assigned user access levels.
- Provide current student enrollment, progress, completion status, and assessment/grade information.
- Allow instructors/administrators to add, remove, transfer, or replace unused seats, subject to the provider's stated rules.
- Provide downloadable reporting in commonly used formats such as PDF, CSV, and/or Excel.
- Provide student course access for at least 180 days from each student's course start date.
- Operate through a standard web browser and be compatible with District-managed devices and network environments.

3. INSTRUCTIONAL MATERIALS AND SUPPORT

- Provide instructor lesson plans, implementation guides, pacing resources, or comparable educator materials.
- Provide student study guides and/or downloadable reference materials to reinforce learning and prepare students for assessment.
- Provide technical and customer support to instructors and students by phone, email, and/or online chat.
- The vendor shall state its standard customer and technical support hours and expected response time for routine and urgent access issues.

4. CREDENTIAL DELIVERY AND DOCUMENTATION

- Physical OSHA cards shall be shipped to the instructor/administrator managing each student group unless the District provides alternate written instructions.
- Physical OSHA 10-Hour cards shall be capable of being sorted or packaged by instructor, class, program, or site, as requested by the District.
- The vendor shall provide shipment tracking or advance shipment notification for physical OSHA 10-Hour cards.
- The vendor shall correct inaccurate, damaged, or missing credentials within thirty (30) calendar days of notification by the District.
- The vendor shall state its standard timeframe for processing and shipping physical OSHA 10-Hour cards following successful course completion.

5. REPORTING, RECORDS, AND DATA

- Provide on-demand reporting for enrollment, student progress, completion status, gradebook/assessment results, and credentials issued by instructor, group, and/or campus.
- Reports shall include, as applicable: student name, instructor, group/campus, course, enrollment date, completion date, status, and score.
- The provider may receive or process student name, IP address, email address, and course performance data. The provider shall identify its data handling, privacy, retention, and access practices applicable to the service.
- The provider shall state the period for which course and completion records remain available.
- The District shall be able to download or export student completion and credential records during the service period.

6. IMPLEMENTATION AND SERVICE PERIOD

- Target platform setup and administrator access: within ten (10) calendar days after award and receipt of purchase order.
- Target student course availability: September 30, 2026.
- Service period shall begin upon issuance of an authorized District purchase order and continue through May 30, 2027.
- No services shall begin prior to award and issuance of an authorized District purchase order.

7. ACCEPTANCE

Services will be considered acceptable when authorized users at all participating high schools and Lexington Technology Center can access the required courses; administrators can monitor participation and download required reports; successful participants receive the required completion credentials; and identified access, reporting, or credential errors are corrected within the agreed service timeframe.

8. QUOTE SUBMISSION REQUIREMENTS

- Submit the completed and signed RFQ through Beacon Bid.
- Complete the vendor information and pricing schedule on Page 1.
- Provide sufficient documentation to demonstrate that the proposed training meets the mandatory requirements of this RFQ.
- Identify any exceptions or deviations from the RFQ requirements. If no exceptions or deviations are stated, the District will understand that the offeror agrees to comply with all requirements.

TERMS AND CONDITIONS

This solicitation conforms to Section 1550 of the Lexington One Procurement Code and Section 11-35-1550 of the SC Consolidated Procurement Code.

All amendments to and interpretations of this Request for Quotations shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Lexington County School District One resulting from this solicitation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Quoted prices must remain firm for a period of thirty (30) days after the RFQ deadline.

Award will be made in accordance with Section 1550 of the Lexington One Procurement Code and Section 11-35-1550 of the SC Consolidated Procurement Code.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

The District reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

Contractor assumes sole responsibility and shall hold harmless Lexington County School District One, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees, and agents under this agreement. The District agrees to accept responsibility for claims, actions, or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Lexington County School District One, its members, directors, officers, employees, and agents under this agreement.

Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

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 that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State 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. Payment will be made in accordance with 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The District reserves the right to withhold payment or make such deductions as may be necessary to protect the District from loss or damage because of defective work, claims, damages, or to pay for repair or correction of materials furnished hereunder.

QUESTIONS FROM OFFERORS

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 **the date listed on page one (1)**. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof would be prejudicial to other prospective offerors. The State 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 this solicitations, that unnecessarily or inappropriately limits full and open competition.

ACQUIRE SUPPLIES / EQUIPMENT

The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

AUTHORIZED AGENT

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

VENDOR IDENTIFICATION

The District must have your Federal ID Number (company) or Social Security Number (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

PREFERENCES – A NOTICE TO VENDORS

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES.** THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES – BID SCHEDULE

All preferences must be claimed by initialing in the space provided in the bid schedule. Preferences are applied by line item whether the award is to be made by line item or lot. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. If you qualify for a preference but do not request it, you are not entitled to receive preference applications per Section 1524 of the Lexington One Procurement Code & Section 11-35-1524 of the South Carolina Code of Laws.

RVP = Resident Vendor Preference

USEP = United States End Product Preference SCEP = South Carolina End Product Preference

PREFERENCES – RESIDENT VENDOR PREFERENCE

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

PREFERENCES – SC/US END PRODUCT

Section 1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

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 ten 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. [Article 17 - 4210 of the District's Procurement Code] The rights and remedies granted under Article 17 – 4210.1.2 are not available for contracts with an actual or potential value of up to fifty thousand dollars.

SUBSTITUTIONS PROHIBITED – END PRODUCT PREFERENCES

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. 1524(B)(4)]

RELATIONSHIP OF THE PARTIES

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

DEFAULT AND TERMINATION

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 state, upon request, with adequate assurances of future performance. In the event of termination for cause, the District will not be liable to the contractor for any amount for supplies or services not accepted, and the contractor will 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. In case of default by the contractor, the District reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be

considered a responsible bidder until the assessed charge has been satisfied. In the event that this contract is terminated or cancelled upon request and for the convenience of the District, it may negotiate reasonable termination costs, if applicable.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

Lexington County School District One requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state, and local laws, regulations, rules, rulings, and ordinances concerning "protection of human health and the environment." These include, but are not limited to: the Occupational Safety and Health Act, the Environmental Protection Act, and the South Carolina Hazardous Waste Management Act.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER

After award, all deliveries shall be made and all services provided to the location specified by the Lexington County School District One in its purchase order.

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. The contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractors in items (a) or (b) also includes any subcontractor at any tier. A contractor is responsible for compliance with these obligations by any person or entity that the contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the district liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

COMPLIANCE WITH LAWS

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

FIXED PRICING REQUIRED

Any pricing provided by the contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, the contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractors from offering lower pricing after award.

WARRANTY – STANDARD

The contractor must provide the manufacturer's standard written warranty upon delivery of product. The contractor warrants that the manufacturer will honor the standard written warranty provided.

PAYMENT & INTEREST

(a) 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. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with Lexington One Code Section 45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State 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. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

DISTRICT 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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/planandprepare/disasters/severe-winter-weather>

Lexington County School District One Standard Purchase Order Clause Set

AGREEMENT means any transaction or agreement arising out of, relating to, or contemplated by the relationship of which a purchase order forms a part. The terms and conditions of this document (including the attached purchase order) shall apply notwithstanding any additional or different terms and conditions in any invoice or other document including without limitation, (i) a purchase order or other instrument submitted by the District, (ii) any invoice, confirmation, or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assigned until thirty days after contractor (not the assigned) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the review and approval 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 contract of which this purchase order forms a part.

CONTRACTOR: Means the business entering the contract of which this purchase order forms a part.

CONTRACTOR'S CARE – Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015) -

(a) Without limiting any of the obligations or liabilities of Contractor, 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.

(c) The District 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.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District 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.

(e) Prior to commencement of the work, the Contractor shall furnish the District 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 District 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 District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

f) 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 District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District 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.

(i) The District 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 PERSONNEL: Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

CONTRACTOR'S OBLIGATION – GENERAL: The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The Contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DELIVERY / PERFORMANCE LOCATION: F.O.B. Destination. Destination is the shipping dock of the District's designated receiving site, or other location, as specified herein. All services shall be provided at the location specified herein.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Lexington County School District One's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Lexington 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 States Constitution. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail addressed to Contractor at the address provided on the last invoice received by the District from the Contractor or personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

DISTRICT SITE ACCESS: Contractor's personnel must wear an identification badge as approved by the District and shall utilize the procedures authorized by the District to obtain access to District buildings. The District requires Contractor's personnel to enter through the front office. District sites have a comprehensive visitor check-in and check-out software system located at the front desk. This system runs a background check on each visitor every time he or she visits. Each visitor must check in and out when in a school or on school grounds, regardless of the time of day. Should the system flag an individual for any reason, the system will automatically and privately alert the front office staff and the school's administrators. Those administrators will then talk to the individual and work through any issue.

DRUG FREE WORK PLACE CERTIFICATION: Contractor certifies that 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.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov. By accepting this purchase order, 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 the District or State 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. 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.

ETHICS CERTIFICATE: By accepting this purchase order, you certify that you have and will comply with, and have 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 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.

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: Without

limitation, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, Indemnitees means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS: You are 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 District, county, city or other government entity or unit to accomplish the Work.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this purchase order, all equipment, material, and articles incorporated in the Work, are to be new and of the most suitable grade for the purpose intended.

NO INDEMNITY OR DEFENSE: 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.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation either prepared for the District pursuant to this Agreement shall belong exclusively to the District.

PAYMENT & INTEREST: (a) Unless otherwise provided in the Agreement, the District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in the 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. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check.

(c) Notwithstanding any other provision, payment shall be made in accordance with the District's Procurement Code Section 45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, 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. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

PROCUREMENT OFFICER: Means the person executing this purchase order or the District's Procurement Director.

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.

SUBSTITUTION OF ITEMS: No substitutions allowed. Should a product or service be discontinued or otherwise no longer available, Contractor shall notify the District immediately.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

TOBACCO FREE ENVIRONMENT: The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.

YOU AND YOUR: Means Contractor.

WORK: Means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill its obligations under the Contract.

OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

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MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ NO

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ NO

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)