

# MARION COUNTY SCHOOLS

## INVITATION FOR BID

Issue Date: **06/29/21**

Buyer: **Leon Sturkey**  
 Phone: (843) 423-1811  
 Email: [lsturkey@marion.k12.sc.us](mailto:lsturkey@marion.k12.sc.us)

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING:

Leon Sturkey, Director of Operations  
 Marion School District  
 719 North Main Street  
 Marion, SC 29571

DESCRIPTION: **Printing Services**

*The term "Offer" means your "Bid" or "Proposal"*

**SUBMIT OFFER BY (Opening Date/Time): July 15, 2021, 11:00 a.m.**

See provision entitled "DEADLINE FOR SUBMISSION OF OFFER" in Section II. A.

**LOCATION:** Central Services Office, Executive Conference Room, 719 N. Main Street, Marion SC 29571.

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) signed original and One (1) copy.

**WRITTEN QUESTIONS MUST BE RECEIVED BY: July 08, 2021, 11:a.m.**

See provision entitled "QUESTIONS FROM OFFERORS" in Section II. A.

**AWARD & AMENDMENTS:** The Award, or Notice of Intent to Award, will be posted on the Marion County School District website. Access the information by following these steps: [http://www.marion.k12.sc.us/Administrative Departments/Business Operations/Document Uploads/Solicitations/Printing](http://www.marion.k12.sc.us/Administrative%20Departments/Business%20Operations/Document%20Uploads/Solicitations/Printing) on or about **08/02/21**. There is no need to Login to the website to access the Business Operations web pages. Amendments will be posted on the Business Operations web pages as well.

**CONFERENCE TYPE:** **None - Not Applicable**

You must submit a signed copy of this form and Page Two with Your Offer (see Part IV: Information for Offerors to Submit). By submitting a Bid or Proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the Offer)	OFFEROR'S TYPE OF ENTITY: <b>(Check One)</b>	
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding Offer to enter Contract on behalf of Offeror named above)	<input type="checkbox"/> SOLE PROPRIETOR SSAN _____ - _____ - _____	<input type="checkbox"/> CORPORATION TIN _____ - _____
STREET	<input type="checkbox"/> SC MINORITY VENDOR CERTIFICATE NO. _____	
CITY STATE ZIPCODE	<input type="checkbox"/> OTHER _____	
TITLE (Business title of person signing above)	DATE	TELEPHONE

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<p>HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)</p>          	<p>NOTICE ADDRESS (Address to which all procurement and Contract related notices should be sent.) (See "Notice" clause)</p>          				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; padding: 2px;">Area Code</td> <td style="width:35%; padding: 2px;">Phone Number</td> <td style="width:15%; padding: 2px;">Extension</td> <td style="width:35%; padding: 2px;">Fax Number</td> </tr> </table>	Area Code	Phone Number	Extension	Fax Number
Area Code	Phone Number	Extension	Fax Number		
	<p>E-mail Address</p>				
<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p>          	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)</p>          				
<p> <input type="checkbox"/> Payment Address same as Home Office Address  <input type="checkbox"/> Payment Address same as Notice Address (check only one)         </p>	<p> <input type="checkbox"/> Order Address same as Home Office Address  <input type="checkbox"/> Order Address same as Notice Address (check only one)         </p>				

	Amendment No.	Amendment Issue Date						
<p><b>ACKNOWLEDGMENT OF AMENDMENTS</b></p> <p>Offeror acknowledges receipt of Amendments by indicating Amendment Number and its date of issue.</p> <p>See "Amendments to Solicitation" Provision</p>								

**END OF PAGE TWO**

## I. SCOPE OF SOLICITATION

**SCOPE:** The purpose of this solicitation is to acquire printing services complying with the enclosed description and/or specifications and conditions. Marion County School District is soliciting Invitations for Bid (IFB) from qualified contractors for printing services. Pricing is to include delivery of product to schools in the quantities specified in the contract. **FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED. MARK YOUR SUBMISSION PACKET "SEALED PRINTING BID SOLICITATION IFB #1516-02."**

**MAXIMUM CONTRACT PERIOD – ESTIMATED:** July 1, 2021 through June 30, 2022 with the option to renew automatically at the end of each term, for a maximum of four (4) renewals. Any resulting contract will begin on the date specified in the Notice of Award. See clause entitled "TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD", and clause entitled "TERM OF CONTRACT – OPTION TO RENEW" in Part VII B.

### INSTRUCTIONS TO OFFERORS

#### A. General Instructions

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.marion.k12.sc.us>. (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

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

**BID/PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with Marion County Schools. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. The School District reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the School District's best interest.

**PROCUREMENT OFFICER AS PROCUREMENT AGENT:** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer or designee. Unless specifically delegated in writing, the Procurement Officer is the only official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Marion County School District acting on behalf of Marion County Schools pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Marion County Schools. The Procurement Officer is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the procurement officer of Marion County School District or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or Marion County School District's mail room which services that purchasing office prior to the bid opening.

**DEFINITIONS** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) **AMENDMENT** - means a document issued to supplement the original solicitation document.
- (2) **BOARD** - means the Marion County Schools Board of Trustees.
- (3) **BUYER** - means the Procurement Officer.
- (4) **CHIEF PROCUREMENT OFFICER** – means the Finance Director or designee.
- (5) **COVER PAGE** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
- (6) **DISTRICT** – means Marion County Schools.
- (7) **OFFER** - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (8) **OFFEROR** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal as Offer to Contract."
- (9) **PROCUREMENT OFFICER** - means the person, or his successor, identified as such on the Cover Page.
- (10) **SOLICITATION** - means this document, including all its parts, attachments, and any Amendments.
- (11) **SUBCONTRACTOR** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
- (12) **YOU and YOUR** - means Offeror.

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the

Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**OMIT TAXES FROM PRICE:** Do not include any taxes in your price that Marion County Schools may be required to pay.

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

**QUESTIONS FROM OFFERORS:** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Purchasing Clerk no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) Marion County Schools seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

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

(d) Unbalanced Bidding. Marion County Schools may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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 Marion County Schools even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**RESTRICTIONS APPLICABLE TO OFFERORS:** By submitting an Offer, You agree not to discuss this procurement activity in any way with any Marion County Schools employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

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

**DISCUSSION WITH RESPONSIVE OFFERORS:** Discussions may be conducted with responsive Offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid. All Offerors, whose proposals, in Marion County School District's sole judgment, needing clarification shall be accorded such an opportunity.

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend 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 Marion County Schools, 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.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper for clear identification when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered.

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

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

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

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

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

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

**OFFICE CLOSING:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's 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.

#### Terms and Conditions

##### A. General

**AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical

handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

**ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Marion County Schools.

**CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS:** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Leon Sturkey, Procurement Office, 719 North Main St., Marion, South Carolina 29571.

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

**INDEMNIFICATION:** Marion County Schools, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the Offeror's proposal.

**PAYMENT FOR GOODS & SERVICES:** Payment for goods & services received by the District shall be processed in accordance with Marion County Schools Procurement Code.

**PRIME CONTRACTOR RESPONSIBILITIES:** The contractor will be required to assume sole responsibility for the complete effort as required by this IFB. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

**SOUTH CAROLINA GOVERNING LAW CLAUSE:** The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or

controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Marion 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. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**S.C. ILLEGAL IMMIGRATION REFORM ACT:** Contractor agrees to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14, of the South Carolina Code of Laws is inapplicable to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14, of the South Carolina Code of Laws. Contractor understands that Section 8-14-60 states, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both."

**SUBCONTRACTING:** If any part of the work covered by this IFB is to be subcontracted, the Offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District. The Offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Offeror.

**TERMINATION:** Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor.

**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 shall negotiate reasonable termination costs, if applicable.

**Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in the bid shall apply.

**Default:** In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

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

**OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

**INSURANCE REQUIREMENTS:**

**CONTRACTOR'S LIABILITY INSURANCE:** (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.

**COMMERCIAL GENERAL LIABILITY:**

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

**BUSINESS AUTO LIABILITY** (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit \$1,000,000 OR

Bodily Injury & Property Damage (each) \$750,000

**WORKER'S COMPENSATION:**

State Statutory Employers Liability \$100,000 Per Acc. 500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30-day notice prior to cancellation, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Marion County Schools as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the District has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. (5) Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. (6) The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.