

	Fort Mill School District Addendum #3	Solicitation Number: #23-015
		Date Issued: May 29, 2024 Procurement Specialist: Kelly Keniston Phone: (803) 548-8202 E-Mail Address: kenistonk@fortmillschools.org

DESCRIPTION: FMES #12: OS TIA ROAD IMPROVEMENTS

YOUR OFFER MUST BE SUBMITTED IN A SEALED PACKAGE WITH THE SOLICITATION NUMBER AND OPENING DATE CLEARLY MARKED ON THE OUTSIDE. SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

Mailing Address: FORT MILL SCHOOL DISTRICT 2233 DEERFIELD DR FORT MILL, SC 29715	PHYSICAL ADDRESS: FORT MILL SCHOOL DISTRICT 2233 DEERFIELD DRIVE FORT MILL, SC 29715
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SUBMIT OFFER BY: **Tuesday, June 4, 2024 at 3:00 pm**

SUBMIT QUESTIONS BY: **Tuesday, May 14, 2024 at 12:00 pm**

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

CONFERENCE TYPE: Pre-Bid Meeting & Site Visit DATE & TIME: May 9, 2024 @ 3:00 pm	LOCATION: Fort Mill School District Office 2233 Deerfield Dr. Fort Mill, SC 29715
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AWARD & AMENDMENTS	Award will be posted on or around June 5, 2024 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.fortmillschools.org/departments/procurement/
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You must submit a signed copy of this form with Your Offer. 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.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	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.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)

Minority Participation:
Are you a SC Certified Minority Vendor Yes No If yes, SC Certification # _____
Are you a Non SC Certified Minority Vendor Yes No

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> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____ E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>_____ Payment Address same as Home Office Address</p> <p>_____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>_____ Order Address same as Home Office Address</p> <p>_____ Order Address same as Notice Address (check only one)</p>
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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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): 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 - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address

_____ In-State Office Address same as Notice Address **(check only one)**

Addendum #3 is being issued to update specific bid information and answer questions received from bidders.

You must acknowledge this addendum on page #1 and the bid form.

Please note, unless otherwise stated, all stipulations from the original solicitation apply

GENERAL:

1.1 Utility Relocation Services - Clarification

Do to several concerns regarding the costs associated with the Utility Relocation Services, the bid is being postponed until June 4th at 3pm.

Contractor's Base Bid shall only include management costs associated with coordination and scheduling of the relocations. No costs associated with the physical relocation services from the Utility Providers shall be included within the Base Bid. Please note the Bid Form and Specification Section 01 23 00 – Alternates have been revised to omit deductive Alternate #1 previously added in Addendum #2.

Contractors shall note that **ALL** costs associated with the Utility Relocation Services shall be the Owner's financial responsibility and will be contracted directly with each individual service provider. LMG and the Owner have already begun discussions with the Service Providers regarding relocation services. The awarded contractor will be included in these discussions following the formal award of contract for coordination and scheduling purposes.

ATTACHMENTS:

2.1 Specification Section 00 41 13 – Bid Form – Addendum #3

2.2 Specification Section 01 23 00 – Alternates – Addendum #3

PROJECT MANUAL:

3.1 Solicitation 23-015 RFB: Coversheet / Section I.A / Section III

REVISE: Bid Date to **Tuesday, June 4 @ 3:00pm**

REVISE: Intent to Award Date to June 5, 2024

REVISE: Notice to Proceed Date to June 17, 2024

3.2 Specification Section 00 41 13 – Bid Form – Addendum #3

REPLACE the specification in its entirety.

3.3 Specification Section 01 23 00 – Alternates – Addendum #3

REPLACE the specification in its entirety.

DRAWINGS:

4.1 Drawing CAD Files – Please contact LMG at jay@leitnergrp.com to request CAD files.

END OF ADDENDUM NO. 3



**SOLICITATION RFB# 23-015
FMES #12: OS TIA Road Improvements**

BIDDER NAME: _____

BIDDER PHONE: _____

BIDDER EMAIL: _____

FORT MILL SCHOOL DISTRICT
2233 DEERFIELD DR.
FORT MILL, SC 29715

SINGLE PRIME CONTRACT

All Parties:

Having carefully examined the Drawings and Specifications for the above noted project(s), as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials, labor, equipment, and services called for by them for a lump sum consideration of:

BASE BID: \$ _____ (NUMERICAL AMOUNT HERE)

_____ (WRITTEN DOLLARS HERE)

The above stated bid is based on the above-mentioned Drawings, Specifications, Pre-Bid, Schedule, and any Addenda issued subsequent to the basic Drawings and Specifications. (List all Addenda with dates of any issued. If no additional Addenda are issued, write the word "NONE".)

Addendum Number

Date

IMPORT FILL: Contractors are required to acknowledge how they intend to provide the necessary Import Structural Fill Materials for the project. Bidders may provide their own import fill materials OR can utilize the available Owner provided structural fill materials located within 1mile of the project site. Material will be provided at no cost to the Bidder, however all necessary equipment and labor associated with loading and relocation of materials will need to be included within the Base Bid. Please acknowledge which provision was included within the above Base Bid amount. **(Please Check Option Below)**

- Contractor to Utilize Owner Provided Structural Fill Materials

- Contractor to Provide Outside Source of Necessary Structural Fill Materials

SECTION 00 43 13 – BID FORM – ADDENDUM #3

If any of the following Alternates are accepted, the above stated sum (base bid amount) will be altered by the amount(s) indicated below.

- a. If no Alternates are indicated, enter the term "NOT APPLICABLE" after the dollar (\$) sign.
- b. If Alternates are indicated, strike through completely either "add" or "deduct" in order to leave exposed the proper change to the base bid amount and indicate the amount of the change in numbers after the dollar (\$) sign.
- c. If Alternates are indicated, but there is no change to the base bid amount, enter the term "NO CHARGE" after the dollar (\$) sign.

Alternate No. 1: N/A

Base Bid: N/A

Alternate: N/A

ADD and/or DEDUCT \$ _____

UNIT PRICES

Enter the requested unit prices below. The amount listed will be used for contract deductions in cases of credits and contract increases in cases of work scope additions. The amount listed should be fully inclusive of labor, material, equipment, taxes, insurance, overhead, profit, etc.

- 1. Unsuitable Soil (Offsite): Remove and replace soil with available suitable material imported from nearby FMMSD site located at 392 Gold Hill Rd., Fort Mill, SC 29715. Unsuitable soil shall be exported off-site.

a. INCLUDE 1,000CY in Base Bid.

ADD and/or DEDUCT \$ _____

- 2. Unsuitable Soil (Offsite): Remove and replace soil with suitable material imported from off-site. Unsuitable soil shall be exported off-site.

a. INCLUDE 1,000CY in Base Bid.

ADD and/or DEDUCT \$ _____

- 3. Mass Rock: Remove rock and export waste off-site. Replace with suitable imported soils (structurally if required).

b. INCLUDE 500CY in Base Bid.

ADD and/or DEDUCT \$ _____

- 4. Trench Rock: Remove rock and export waste off-site. Replace with suitable imported soils (structurally if required).

c. INCLUDE 100CY in Base Bid.

ADD and/or DEDUCT \$ _____

If notified of the acceptance of this bid or any Alternate within one hundred twenty (120) days after the date fixed for the opening of the bid, the undersigned agrees to execute and deliver the specified Contract and Contractor's Bond within ten (10) days. The undersigned agrees, if awarded the Contract within one hundred twenty (120) days from the fixed date for opening of the bids, to faithfully and properly complete the whole work within the specified time, consistent with the best interest of the Owner, the safety of the public and in accordance with first-class workmanship.

The undersigned agrees that the Owner may retain the sum of money specified as "Liquidated Damaged" as indicated within the Contract Documents, from the amount of compensation to be paid the undersigned for each calendar day that work remains uncompleted and unaccepted after the maximum duration of time for the work to be completed. This amount is agreed upon as the proper measure of liquidated damages, which the Owner sustains per day by failure of the undersigned to complete the work in the stipulated time and is not to be construed in any sense as a penalty.

Attached hereto is a Bid Bond, which shall not be less than five percent (5%) of the principal's bid, made payable to the Owner.

The undersigned agrees, if awarded the Contract, to comply with all provisions regarding commencement, prosecution, completion and acceptance of the work as described in the above-mentioned Specifications, "Bid Form", Construction Contract and Performance Bond. If the undersigned fails to perform according to these documents, the Bid Bond shall be paid as liquidated damages for such failure; otherwise, the Bid Bond accompanying this proposal shall be returned to the undersigned.

A Performance and Payment Bond, executed on AIA Document A312, will be required in the amount of one hundred percent (100%) of the Contract amount. Cost of bonds shall be included in the bid.

It is agreed that the undersigned has completed and/or will comply with all requirements concerning licensing and with all other local, state, and national laws and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him and/or in the performance of the Work required there under.

By submission of this bid, the undersigned declares that the person or persons signing this proposal is/are authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof. Furthermore, each person signing on behalf of any bidder certifies, under penalty of perjury that, to the best of its knowledge and belief, each bidder is not on the list created pursuant to Section 11-57-310 of the South Carolina Code of Laws.

Respectfully submitted this ____ day of _____, 2024.

(Name of Firm)

(S.C. Contractor's License #)

(Address)

By: _____
(Name & Title)

Minority Owned/Operated Contractor/Business? Yes _____ No _____ Certificate Number _____

***** Be sure to include this page in your proposal *****

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: N/A

Base Bid: N/A

Alternate: N/A

END OF SECTION