

	Fort Mill School District Amendment #2	Solicitation Number: #23-017 Date Issued: 5/3/2024 Procurement Specialist: Laurie Martinez Phone: (803) 548-8430 E-Mail Address: martinezl@fortmillschools.org

DESCRIPTION: Solid Waste Collection

SUBMIT YOUR SEALED OFFER ON-LINE or TO THE FOLLOWING ADDRESS:	
http://www.fortmillschools.org/departments/procurement/ , under “Current Bids and RFP’s”	PHYSICAL ADDRESS: FORT MILL SCHOOL DISTRICT 2233 DEERFIELD DRIVE FORT MILL, SC 29715

SUBMIT OFFER BY: May 17, 2024 10am

QUESTIONS MUST BE RECEIVED BY May 1, 2024 10:00 a.m.

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

CONFERENCE TYPE:	DATE & TIME:	LOCATION:
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AWARD & AMENDMENTS	Award will be posted on or around May 23, 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 <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, SC Certification # _____ Are you a Non SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No

PAGE TWO

(Return Page Two with Your Offer)

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

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

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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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)

Amendment#2

Amendment#2 is to correct the Solicitation number written in response to question #5 in Amendment #1. This has been updated to read 23-017.

Please note, unless otherwise stated, all stipulations from the original solicitation apply. You must acknowledge all amendments on Page #2 of the original bid form.

VR Question #5 Please see our Legal Department List of Exceptions for your review and consideration below: (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the Request for Bids #23-017, for Solid Waste Collection (the “RFB”) issued by Fort Mill School District (the “District”). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFB. EXCEPTIONS TO RFB? Contractor takes exception to the Contractor’s Liability Insurance provision contained on pages 23-24 of the RFB and requests the following modifications thereto: (i) the last sentence of subsection (e) be struck and deleted; (ii) subsection (h) be struck and deleted in its entirety.? Contractor takes exception to the Default provision contained on page 24 of the RFB and requests that it be deleted and replaced with the following: “If either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice.” ? Contractor takes exception to the Indemnification- Third Party Claims provision on page 25 of the RFB and requests the following modifications: (i) the word “reasonable” be inserted prior to “attorneys’ fees”; (ii) “by any third party which arise out of or result in any way from any defect in the goods or services acquired hereunder or from any act or omission of Contractor, it’s subcontractors, their employees, workmen, servants, or agents.” Be replaced with: “by any third party to the extent arising or resulting from a breach of this Agreement, negligence, willful misconduct or violation of law by Contractor or its subcontractors, their employees, workmen, servants or agents” ? In addition to the terms set forth in the RFB, Contractor seeks inclusion of the following provisions in the contract between the District and Contractor: 1. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the District and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste. 2. The District must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If District fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities. 3. Except in the case of Contractor’s negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment. 4. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts

or omissions of the District (excluding normal wear and tear), the District will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand. 5. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the District shall have care, custody and control of the equipment while at the service locations. The District shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. The District shall pay additional charges each time that a container is overloaded (by weight or volume). The District must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste. 6. Notwithstanding anything herein to the contrary, Contractor may pass through and the District shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes). 7. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

The Fort Mill School District will not be making suggested changes to Solicitation 23-017 at this time. The suggested changes are biased to a specific company. We urge you to submit your terms and conditions along with your submission of bid.