



District Five of Lexington and Richland Counties

Request for Proposals

Solicitation #	2024-019
Date Issued	01/24/2024
Procurement Official	Lauren Bové
Phone	(803) 476-8182
E-Mail Address	D5bids@lexrich5.org

DESCRIPTION	Athletic Turf Maintenance
-------------	---------------------------

The Term "Offer" Means Your "Bid" or "Proposal"

SUBMIT OFFER BY	February 16, 2024 @ 11:00 am
QUESTIONS MUST BE RECEIVED BY	January 31, 2024 @ 12:00 pm Electronically to D5bids@lexrich5.org
NUMBER OF COPIES TO BE SUBMITTED	One (1) original UNBOUND copy, five (5) hard copies; and one (1) USB Drive

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

**District Five of Lexington and Richland Counties
Purchasing Office
1020 Dutch Fork Road
Irmo, SC 29063**

CONFERENCE TYPE: Not Applicable DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Not Applicable
---	---------------------------------

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards
-------------------------------	---

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 sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. 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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO.	

COVER PAGE

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)
	Order E-Mail Address:
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS:
Offerors acknowledge 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 (%)
	_____	_____	_____	

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)

PREFERENCES DO NOT APPLY

TABLE OF CONTENTS

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule
- IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

School District Five of Lexington and Richland Counties is seeking competitive sealed proposals from qualified and experienced firms to provide maintenance services for athletic fields located throughout the District complying with the enclosed description and/or specifications and conditions.

ACQUIRE SERVICES: The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD – ESTIMATED: Start date: March 01, 2024 / End date: February 28, 2029. Dates provided are estimates only. 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”.

The initial term of the contract will be three (3) years from the date of award with the option to renew for two (2) additional one-year periods if all parties agree.

Pricing shall remain fixed for a period of two (2) years. No price increases will be considered during this period. Request for price increases after this period shall be made in writing to the Coordinator of Purchasing at least ninety days prior to the end of the contract term including any optional renewal periods. The District may choose to negotiate a fair and reasonable increase with the current contract holder or may choose to cancel the contract and rebid the services. Approved increases will become effective on July 1st of any year.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS: CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Board of Trustees of District Five of Lexington and Richland Counties.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of

performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT means all types of District Five of Lexington and Richland Counties' agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, information technology, or construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract TITLED Changes: "if included herein, authorizes the Procurement Coordinator to order without the consent of the contractor".

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

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.

DISTRICT means District Five of Lexington and Richland Counties.

OFFER means the bid, quote or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

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.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work or service.

USDA means United States Department of Agriculture.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All bidders requesting the bid package will be sent copies of all amendments. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

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.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, 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 District Five of Lexington and Richland Counties. 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.

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 and DOLLARS: Offers submitted in response to this solicitation shall be in the English language

and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the Offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal].
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

- (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Check for federal and state disbarments at www.sam.gov and <http://procurement.sc.gov/legal/legal-suspend-debar>.

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: www.lexrich5.org.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or their designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

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, Chapter 107 of the South Carolina Code of Laws, as amended.

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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and

has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district 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.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that the 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 SC Code Section 11-35-5300.

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with the with District or its employees, agents or officials regarding any aspect of this procurement activity,** unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.

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 Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. 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. We will not identify you in our answer to your question. (b) The District 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.

Email is the preferred method for submitting with "Questions: Solicitation # as the subject of the email."
Questions must be submitted in an easily copied format such as Word.
Email: D5bids@lexrich5.org

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

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. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(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 the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

(e) Unbalanced Bidding. The district 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 the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offer. (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.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as 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 processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the 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. Useful information may be available at: <http://www.lexrich5.org>

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

SUBMITTING A PAPER OFFER OR MODIFICATION: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Address to the Office of Procurement Services as specified in the Solicitation (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION: Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

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. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

BACKGROUND CHECKS: The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

BID SUBMITTAL: The District requires that one (1) original and five (5) copies of the bid, plus one (1) electronic copy of the bid on USB drive, be submitted to the Procurement Office no later than the deadline specified to receive bids. Any bids received after the scheduled deadline will be disqualified immediately in accordance with the District's policy. All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. The District assumes no responsibility for unmarked or improperly marked envelopes.

CLARIFICATION: Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

CONTENTS OF OFFER (RFP):

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's

capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(c) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DESCRIPTIVE LITERATURE – LABELLING: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

DISCUSSIONS WITH BIDDERS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT: In addition to your original offer, you must submit an electronic copy or copies on USB Drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. **Every USB Drive must be labeled with the solicitation number and the offeror's name.** The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED: In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening.

PROTESTS: Bidders desiring to exercise protest rights under Section 4210 of the District Procurement Code should direct all correspondence to:

Lynda Robinson, Coordinator of Procurement
School District Five of Lexington and Richland Counties
1020 Dutch Fork Road
Irmo, SC 29063
Fax: 803-476-8140
E-Mail: ljobins@lexrich5.org

EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.

III. SCOPE OF WORK / SPECIFICATIONS

School District Five of Lexington and Richland Counties is soliciting proposals from qualified and experienced firms to provide professional athletic turf maintenance services throughout the District.

The athletic turf maintenance services must include, but are not limited to, the following:

- Fertilization
- Pre and Post emergent weed control
- Disease control
- Aerification
- Infield preparations on softball and baseball fields
- Top dressing
- Verticutting
- Deep tine core aeration
- Mowing of athletic fields

Aerial photos are provided to reference the location of athletic fields on school campuses. They are not intended to be exact measurements or location of boundaries and features.

Bidders are required to conduct site visits and consider all conditions which might affect the work prior to submitting a bid. No consideration will be given to any claim based on lack of knowledge of existing conditions. Visits to schools that are in session require signing in and out at the main office prior to walking the campus. A site visit log is included in this solicitation and must be returned with the bid.

GENERAL INFORMATION

School District Five of Lexington and Richland Counties encompasses an area of approximately 196 square miles, approximately one-half of which is situated in both Lexington and Richland Counties. The School District consists of the northern portion of Lexington County north of Lake Murray and the Saluda River and the northwestern portion of Richland County south of the Broad River. The School District is primarily a residential suburb located to the northwest of the city of Columbia, the capital city of South Carolina. The District has a student population of approximately 17,505 and 2,600 staff members. The District currently operates a total of 13 elementary schools, 2 intermediate schools, 3 middle schools, 4 high schools, 1 Center for Advanced Technical Studies and 1 alternative school. Additional basic information about the District is posted on the District's website: www.lexrich5.org.

MEETINGS

The District will schedule a minimum of one (1) meeting per calendar year with the Contractor(s) to ensure that the contract complies with all terms and conditions of the contract by both parties. Either party may schedule additional meetings as the need arises. The meetings will be scheduled with a letter or email to the affected parties, to include required participants and agenda.

Standard of Performance: Contractor must begin and complete the performance of the work required under the contract with all due diligence and must exercise the highest degree of professional skill, confidentiality, and competence in the performance of the services described herein. All services required of Contractor(s) must be performed to the satisfaction and approval of the District Representative.

Contractor Employee Policy:

1. The Contractor agrees to be responsible for and provide general supervision of all employees working under this contract. Whenever any employee is working, there shall be a designated supervisor on site directing his/her work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. The Contractor shall have all their employees wear a distinctive uniform provided by the Contractor containing the firm's name at all times while on District property.

4. **BACKGROUND CHECKS** - The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Offeror shall obtain a complete South Carolina statewide criminal background investigation and a National Sex Offender Registry check for all individuals and employees performing work or services for Offeror or any other entities such as subcontractors who will perform work on this contract. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the offeror. The District reserves the right to request a copy of SLED checks on any representatives of the contractor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost. The successful contractor shall provide background reports to the district.
5. The Contractor must not allow any employees with a criminal record to enter onto or work on district property without written permission of the District.
6. The Contractor shall provide the names of all employees working on District property.
7. All employees of the contractor must comply with the District's smoke-free regulations. 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.
8. The use or possession of alcoholic beverages or non-prescribed drugs will not be permitted on District premises. Contractor's employees who report for work showing evidence of any impaired condition will not be permitted to remain on the premises of the District.
9. No knives, firearms or other weapons are allowed on District property.
10. Employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing within 24 hours to the Facilities Supervisor and the District Representative specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. Upon investigation of the incident, the District Representative shall determine if the contractor is at fault.
11. Employees, through their supervisor, will be expected to honor reasonable requests from the Facilities Supervisor or District Representative in preparation of special events or activities.
12. Employees shall not engage in idle or unnecessary conversation with District employees, other employees of the contractor, students, or visitors to the building and/or campus.
13. Employees shall not remove any article or material from the premises, regardless of its value. This includes the contents of trash containers and items on or around the premises. Items deemed as trash are to be placed in dumpsters or trash cans designated for that purpose.
14. Employees shall abide by all rules, regulations, and board policies while conducting business on District property.
15. The contractor's supervisor(s) must possess the ability to communicate professionally and effectively, both orally and written, with the school staff and other employees. The supervisor shall make contact on a regular basis with the Facilities Supervisor and District Representative to ensure adequate communication concerning the contract. He/she is responsible for reporting maintenance problems as they arise as well as other problems of mutual concern.
16. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in the solicitation.
17. The district reserves the right to request that any employee of the contractor who fails to abide by the District's rules, regulations, expectations, and board policies to be removed from the job and replaced, upon written request of the District Representative to the contractor.
18. The contractor shall have the equipment, labor, and knowledge to perform the following work:
 - a) Deep tine aeration
 - b) Deep slicing aerification
 - c) Verticutting
 - d) Sweeping
 - e) Top dressing and heavy top dressing
 - f) Slit drainage installation
 - g) Sprigging/ laying sod
 - h) Field preparation for installing sprigs and sod
 - i) Fertilization
 - j) Weed and pest control
 - k) Fraze mowing
 - l) Turf mowers with reel cutting decks

- m) Laser grading baseball and softball infields

SPECIFICATIONS

1. The Contractor shall supply all equipment, labor, materials and supplies necessary to comply with the specifications of this contract. This includes, but is not limited to all fertilizers, herbicides, and pesticides, and soils and sand for top dressing of athletic fields.
2. Contractor shall keep record of all chemical applications and comply with all local, state, and federal laws relating to chemical applications.
3. When required, the Contractor shall place signs in areas where chemicals or fertilizer applications have been made to warn students, staff, and the general public of any potential harm that may occur from the applications. The signage will include the following information:
 - a. Name of company making the application
 - b. Type of application made
 - c. Whether or not the area is closed for use due to the application. The contractor shall also provide this information to the District Representative, Athletic Director, and Facility Supervisor when such applications are made on athletic fields.
4. The applicator shall control operations in such a manner so as not to expose students, staff, or others to risk of accidental exposure.
5. When required, the Contractor shall only use reverse tine tilling to amend any new soil into existing soils. Incorporating additional sand clay into the skin areas of baseball and softball fields shall be done using reserve tine tilling.
6. Contractor shall follow ASTM standard F2269-11, Maintaining Warm Season Turf Grasses on Athletic Fields. The District Representative shall specify recommended days for work to be performed.
7. Contractor shall be responsible for all aeration, top dressing, chemical treatment for both for weeds and insect control/prevention, and fertilization.
8. The Contractor shall sow rye grass on baseball and softball fields for winter and spring play at Chapin High School, Dutch Fork High School, and Irmo High School. The Contractor shall apply a premium quality perennial rye grass seed at a rate of five hundred (500) pounds per acre.
9. Fields shall be deep slice aerated one time per year in the spring (April/May).
10. Fields shall be core aerated one time per year in June. The Contractor shall:
 - a) Aerate using hollow tines (coring) or open spoons.
 - b) Use a machine that removes a soil core $\frac{3}{4}$ of an inch to 1 inch in diameter to a depth of 3 to 4 inches.
 - c) Use multiple passes in different directions.
 - d) Have aeration holes spaced between of 2 to 3 inches nominally.
 - e) Remove all core plugs and debris associated with aeration and disposed of off-site.
 - f) Be responsible for marking irrigation heads prior to aerating.
11. Fields shall be top dressed with a $\frac{1}{8}$ " to $\frac{1}{4}$ " inch layer of fine white washed sand, GC35 or approved alternate.
12. Fungicides will only be used after consultation with the District Representative. Unit pricing in the bid schedule will used when fungicide applications are required.

12. The Contractor shall provide turf maintenance including balanced fertilization, weed control, fire ant control, mole cricket control, and treatments to kill army worms as follows:

January

- a) Treat for winter weed control.
- b) Fertilize over-seeded fields.
- c) Soil testing.

February

- a) Pre-emergent weed control.
- b) Fertilize over-seeded fields.
- c) Add lime if recommended per soil test.

March

- a) Fertilize over-seeded fields.
- b) Selective herbicide treatment for any weeds present.
- c) Disease Control (Pythium/Brown Patch on Rye) *as necessary*.
- d) Blanket fire ant and mole cricket treatment.

April

- a) Disease control (Dollar Spot on Bermuda grass) *as necessary*.
- b) Selective herbicide treatments for any weeds present.
- c) N-P-K fertilizer application based on soil test results.
- d) Deep slice aeration.

May

- a) Disease control (Dollar Spot on Bermuda grass) *as necessary*.
- b) Fire ant and mole cricket treatment where necessary.

June

- a) Fertilization based on soil test results.
- b) Selective herbicide treatment for any weeds present.
- c) Fire ant control where necessary.
- d) Core aeration all fields with debris removal. Dispose of debris offsite.

July

- a) Selective herbicide treatment for any weeds present.
- b) Fertilization based on soil test results.
- c) Fire ant control where necessary.
- d) Plant Growth Regulator Applications

August

- a) Fertilize fields with nitrogen-based fertilizer.
- b) Plant Growth Regulator Applications

September

- a) Disease control Pythium/Brown Patch on rye, Dollar Spot on Bermuda as necessary.
- b) Verticutting all fields with debris removal.
- c) Fertilize. Verticut if necessary.
- d) Plant growth applications.

October

- a) Over-seeding of perennial ryegrass on baseball and softball fields.
- b) Fall pre-emergent herbicide application on non-over-seeded fields.

November

- a) Starter fertilization for ryegrass.
- b) Disease control Pythium/Brown Patch on rye grass where necessary.

December

- a) Disease control Pythium/Brown Patch on rye grass where necessary.
- b) Follow-up fertilization for ryegrass.
- c) Follow-up pre and post emergent herbicide applications on non-over-seeded fields.

Softball and Baseball Field/Infield Preparations:

1. **Annual** infield skin surface preparation shall include the following services:
 - a) Uniformly edging where turf and skin areas meet. Removing and disposing of excess vegetation along the edges and within the skin areas.
 - b) Remove humps and lips from skin surfaces and along areas where turf and skin meet.
 - c) Verify and adjust all bases for proper location and distance, make alignments according to the South Carolina High School League requirements.
 - d) Contractor shall verify and adjust the height of the pitcher's mound. Any remediation required on the pitcher's mound will be done so using Professional Mound Repair Clay or approved alternate. The mound height and remediation shall meet the proper South Carolina High School requirements.
 - e) Verify and adjust home plate and batter's boxes per the South Carolina High School League requirements.
 - f) Light grading, rolling and compacting soils to provide a clean and uniform surface.

The Contractor shall make adjustments as needed. Contractor shall advise the District Representative if any soil amendments are required. When soil amendments are required, the Contractor shall advise the District Representative of the quantity of sand clay and calcined soil conditioner needed to amend the soil. Unit prices from the alternate bidding schedule will be used to determine cost for soil amendments.

2. **Once every two (2) years**, the contractor shall verify and adjust the infield grade for proper drainage and uniformity. The contractor shall re-grade the skin surface areas, incorporate up to an additional 25 tons of sand clay mix and two tons of calcined clay soil conditioner. Fields will be alternated. Baseball fields one year and softball fields the following year.

The contractor shall use reverse tine tilling to incorporate soil amendments into existing soils. The Contractor shall till the materials to depth of three (3) inches. Once soil amendments have been incorporated into existing soil, the contractor shall use laser guided leveling equipment for final grading of skin surfaces. The contractor shall roll and compact graded areas to provide a firm base. Laser grading shall be performed to ensure positive drainage away from the infield and to provide a uniform and safe playing surface.

3. Contractor shall over seed the infield, aprons, and outfield turf with a premium quality perennial rye grass seed. The contractor shall make a minimum of two applications. The initial application shall take place in September/October as weather conditions warrant. The second application shall take place in late October or the first of November. The Contractor shall monitor the grass during the grow-in period and ensure that the desired coverage is achieved.
4. During the off-season, non-competition practice or play, the Contractor shall be responsible for treating and killing vegetation within the skin areas. The District's athletic departments will be responsible for removing the vegetation from the skin areas.
5. Contractor shall only use screened sand clay from the Glasscock borrow pit located in Sumter, South Carolina or other District-approved site.
6. Contractor shall use reverse tine tilling when amending soils.
7. Fields shall be ready for competition play no later than February 1st of each year.

Mowing of Athletic Fields and Athletic Areas

1. Contractor shall mow all athletic fields and aprons two times per week when the turf or rye grass is growing. Cuttings shall be performed so that no more than 1/3 of the leaf surface is removed at any one time. Contractor shall mow more often, as necessary, to maintain turf height. Contractor shall follow ASTM standard F2269-11 - Maintaining Warm Season Turf Grasses on Athletic Fields. The District Representative shall specify recommended days for cutting and preferred turf height. During closed season, the month of June and the

first week of July, athletic fields and aprons shall be mowed once a week at height of one- and one-half inches, 1.5". The contractor shall return the turf height to 7/8" inch height the first week in July. The contractor is responsible for string trimming the interior fence line of all athletic fields, aprons, and fixtures.

2. Tifway Bermuda grass shall be maintained at 7/8" inch height or as requested by the District Representative.
3. Perennial rye shall be maintained at 7/8" inch height or as requested by the District Representative.
4. Contractor shall be responsible for mowing baseball fields, softball fields and practice fields during the growing season. This includes the following sports fields:
 - Chapin High School - track field and shot-put area, baseball field, softball field, and two practice fields. Contractor is responsible for maintaining the turf/grass line where it meets the track surface/curb and along the pole vault, long jump and shot-put surfaces.
 - Dutch Fork High School - two practice fields, baseball field, softball field, and shot-put area. Contractor is responsible for maintaining the turf/grass line where it meets the track surface/curb and along the pole vault, long jump and shot-put surfaces.
 - Irmo High School - practice field, baseball field, baseball practice infield, softball field, and track field. Contractor is responsible for maintaining the turf/grass line where it meets the track surface/curb and along the pole vault, long jump and shot-put surfaces.
 - Spring Hill High School – two P.E. fields. The contractor shall only be responsible to mow the fields and perform insect treatment.
 - Chapin Middle School – one P.E. field. The contractor shall only be responsible to mow the field and perform insect treatment.
 - Chapin Intermediate School- one P.E. field. The contractor shall only be responsible to mow the field and perform insect treatment.
 - Dutch Fork Middle School- One softball field/P.E. field. The contractor shall only be responsible to mow the fields and perform insect treatment.
5. Baseball and softball fields shall be mowed twice a week during winter and spring play.
6. Contractor shall include the following areas when maintaining athletic fields:
 - Fence lines interior
 - Bullpen areas.
 - Aprons.
7. Areas within stadiums that have landscaping or grass are to be serviced as specified with the regular grounds maintenance services.
8. When required, the Contractor shall remove excess grass clippings from turf and dispose off-site.
9. The contractor shall use a District approved reel mower when mowing baseball and softball fields during competition play. During times of non-competition play, the contractor may use either a District approved reel mower or a District approved rotary mower on all athletic fields.

ELABORATION AND CLARIFICATION

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in this solicitation. If, after examination of the various terms and conditions and requirements of this solicitation, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 12:00PM on January 31, 2024, which is the last day for questions.

No questions may be directed to or contacts made with members of the Lexington Richland School District 5 School Board, Superintendent, or any District staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.

EXCEPTIONS:

In a section titled “Exceptions”, Offeror should point out services and features which cannot be provided and contract conditions which cannot be met. If Offeror fails to take exception to object to any conditions of the RFP, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this RFP.

ALTERNATIVES:

In a section entitled “Alternatives”, Offeror may list services, features or contract conditions, which in the Offeror’s opinion may be more favorable to School District Five of Lexington and Richland Counties than those set forth in this document. Such services and conditions will be taken into consideration in evaluating the proposal. This, however, does not relieve the Offeror from adhering to the specifications in the base proposal.

DELIVERY/ PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by District in its purchase order.

PURCHASE ORDERS: CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE DISTRICT. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier’s A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT – EVALUATION: In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

The contractor shall submit one (1) original and five (5) hard copies of the bid along with one (1) copy of the bid on USB. All submittals must be clearly labeled on the outside of the envelope with the following wording: “**RFP# 2024-019 Athletic Turf Maintenance**”

All information should be presented in the listed order. Offerors should restate each item listed below and provide their response to that item immediately thereafter. The Contractor may reduce the repetition of identical information within several sections of the RFP by making the appropriate cross-references to other sections of the response.

Section 1- Introduction

1. **Cover Page-** Page 1 of this Solicitation Document
2. **Contact Information & Acknowledgement of Amendment(s)-** Page 2 of this Solicitation Document
3. **Cover Letter-** One-page letter, including the legal name of the Offeror, providing a summary of the Offeror’s ability to perform the services requested in this solicitation and confirmation that the Offeror is willing and available to perform those services and enter into a contract with the District. The letter shall be signed by the person having the authority to commit to the Offeror to a contract.
4. **Table of Contents** – A Table of Contents of the material contained in the proposal

Section 2- Organizational Background

1. State whether your firm is local, regional, or national.
2. Provide the location of the office from which the work is to be performed and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

3. Name the primary point of contact for all performance and contract issues. Include the representative's name, telephone number, email address and any other appropriate means for contact for the representative.
4. Provide the organizational structure of your firm. Include individuals who are employed in your firm, their duties and relevant work experience. Provide copies of all applicable licenses, accreditations, training documents, and certifications.
5. Briefly furnish your organization's history and types of services provided, legal form (sole proprietorship, partnership, corporation and State of Incorporation), number and location of offices, number of employees, days/hours of operation and other pertinent data.
6. Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organization's ability to perform contractually. Include the current status and/or disposition.
7. Describe your professional liability insurance, including the type and level of coverage. Confirm you will notify the District at least thirty (30) days in advance of any material changes to this coverage.
8. Describe how your organization is properly licensed, bonded, and/or insured (both fidelity insurance and errors and omissions insurance).
9. Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state, or local public agency.
10. Describe your company's prior experience with K-12, higher education institutions, non-profit, local government or government agencies, if any.

Section 3- Response to Proposal

1. Qualifications and Experience-
 - a. Submit a list of all key personnel who will be assigned to this project. Include their responsibilities, resumes or experience summaries, certifications, qualifications, and licensing information.
 - b. Submit a complete list of equipment owned by your firm at this time to be used should your firm be awarded a contract. The list shall specifically indicate quantity, size, age, manufacturer, model number and description of all equipment.
 - c. Submit a list of chemicals to be used in the contract.
 - d. Include the number of years the firm has provided athletic turf maintenance services.
 - e. Provide a list of athletic turf maintenance contracts currently held by your firm and a list of athletic turf maintenance contracts held in the last five years. Include the name of facility, a brief description of the work, contract cost, and owner information. Include any letters of recommendation. Vendor must provide certification that their firm or principals of the firm have been successfully providing comparable services for a minimum of five (5) years (list schools districts you are currently serving first). Include account name, contact name, address and phone number for references.
 - f. Provide a list (school districts preferred) for which services substantially similar to those sought with this solicitation have been provided at any time during the past five years. The list must contain a contact name along with the contact's telephone number, email, and physical address.
 - g. Provide the firm's most recent financial statement to include the name, address and phone number of the preparer.
 - h. Provide copies of all appropriate certifications, licenses and permits.
 - i. Include any additional information that will allow the evaluation team to clearly identify that the proposed project team is equipped to perform the work called for in this solicitation. Convey the information in a concise and straightforward manner so that the evaluation team is able to focus on credentials and achievements that demonstrate the firm's ability to undertake this project. If sub-contractors will be used, submit their information as well.
 - j. Provide at least three (3) letters of commendation and/or letters of reference.
2. Project Plan-

- a. Provide a work plan to accomplish the tasks delineated in this RFP. The work plan should include time estimates to complete tasks for each campus and the number of employees that will be performing the work.
- b. Provide clear details about your firm’s approach to maintenance schedules, and make-up schedules due to inclement weather.
- c. Provide a plan for responding to emergency requests and preparing for special events or activities.
- d. Provide a detailed plan for reporting when services are performed (weekly, monthly, and quarterly, etc.).
- e. Provide a description of your proposed service approach. Include a detailed explanation regarding how the Scope of Work and all specifications will be met. Offeror shall discuss those attributes of their proposal that clearly and succinctly states how the Contractor proposes to meet or exceed the requirements of this solicitation if selected as the Contractor.
- f. Provide any additional information considered essential to the proposal which has not been specifically requested.
- g. Describe any additional optional services that may benefit the District that must follow the general scope of the project. Please limit statements to one page per service.
- h. Describe any additional benefits the District will realize through a contract with your firm.

Section 4- Price/Business Proposal

1. Offeror’s annual itemized price to provide the services as outlined in this solicitation. *See Section VIII. Price Proposal.*

Section 5- Attachments

1. Site Visit Log- Attachment C
2. Minority Participation Affidavit- Attachment E
3. Bid Schedule- Section VIII
4. W-9
5. Certificate of Liability Insurance (COI)

MINORITY PARTICIPATION:

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? _____
 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? _____
 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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> following URL: <http://osmba.sc.gov/directory.html>

REFERENCES Provide a minimum of three (3) references from employers with similar contracts. References to include the name, contact person, telephone number, address and type of services performed.

SUBMITTING REDACTED OFFERS: You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY

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

The District shall only accept offers from firm(s) that have the following qualifications:

- At least (5) years of professional athletic turf maintenance experience.
- Must have a current Sports Field Manager Certification
- The Contractor must be licensed by the State of South Carolina to apply all chemicals used in conjunction with this solicitation.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity.

QUALIFICATIONS -- REQUIRED INFORMATION: Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last three fiscal years.
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information)

which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.

(d) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.

(e) List of failed projects, suspensions, debarments, and significant litigation. If no such items exist, the offeror shall state that the firm has no failed projects, suspensions, debarments, and significant litigation.

(f) Copy of herbicide/pesticide license.

(g) Copy of current Sports Field Manager Certification

Offeror shall demonstrate a satisfactory record of performance from at least three (3) references preferably within the K-12 environment. Contract must be similar in size and type. References should be for work completed within the last three (3) years and should be on the same scope as described within this solicitation. If providing school districts as references, include the total student population of each district. References will be contacted by e-mail, so you must provide a **current** e-mail address for each reference.

- a) Company Name
- b) Street or PO address
- c) City, State, Zip Code
- d) Contact Name
- e) Contact Phone Number
- f) Contact Email address
- g) For each reference, provide a brief description of the work performed.

SUBCONTRACTOR – IDENTIFICATION: If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA - PROPOSALS: Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District.

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

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL: Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal.

EVALUATION FACTORS – PROPOSALS: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the offeror will be reviewed. The submission of a bid for review does not

necessarily qualify the offeror or bid as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid to be disregarded. Proposals will be evaluated by a review committee using the following criteria:

1. **Qualifications and Experience**- Contractor demonstrates financial stability, required support infrastructure and staff experience to perform the requested services, to include demonstrated experience on similar projects (45 points)
2. **Price**- Total annual itemized price to provide the services as outlined in this solicitation for five years. (35 points)
3. **Project Approach**- Offeror's technical approach to the project (20 points)

VII. TERMS AND CONDITIONS – A. GENERAL

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 assignee until thirty days after contractor (not the assignee) 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 conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY - GENERAL: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer or designee shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

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 Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government'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. (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 (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by 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.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

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

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.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified on Cover Page. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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.

PUBLICITY: Contractor shall not publish any comments or quotes from 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.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the district. The district shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

SWMBE PARTICIPATION: District Five of Lexington and Richland Counties encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Board of Trustees. In order to be included in this report, you must submit a copy of your certificate with your bid.

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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

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

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. 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.

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of District's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

1. The Contractor shall be licensed by the State of South Carolina to apply all chemicals used in conjunction with this solicitation. The Contractor shall maintain records of all chemical applications and comply with all local, state, and federal laws relating to chemical applications. A copy of the license must be submitted with the bid.
2. The successful contractor shall have an adequate workforce of skilled work persons and supply all equipment, materials and supplies necessary to comply with the specifications of the contract. This includes, but is not limited to, all fertilizers, herbicides, and pesticides.
3. All employees shall be thoroughly experienced in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval, in the field, of the District Representative.
4. 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.
5. Contractor shall maintain service tickets for each location at the time of service. The service ticket will provide detailed information of the services performed. Service tickets shall be provided to the District Representative when requested.
6. The specifications cover provisions for athletic turf maintenance service, including all reasonable and necessary labor, supervision, equipment, materials and supplies to provide safe, playable, healthy turf on competition athletic fields and athletic practice fields.
7. Submitted prices shall be all inclusive. The District will not honor any hidden costs that may be invoiced at a later date related to items in this solicitation.
8. The Contractor shall maintain on file, all Safety Data Sheets for all chemicals used on district property. When requested, the Contractor will provide copies to the District Representative.
9. All chemicals used on district property shall be approved by the manufacturer for use on school grounds.
10. All equipment used on this project shall meet OSHA standards for safety and all other local, state, and federal laws and/or regulations that may pertain to this solicitation.
11. All noise reduction devices, as designed by the original equipment manufacturer, shall be maintained in good working order on all equipment to minimize noise during school hours.
12. Equipment shall not be stored, housed or left on district property, or left unattended without prior approval from the District Representative.
13. The Contractor shall be responsible for providing the proper training for all of their employees regarding the proper handling of equipment and the application of chemical substances. Damages resulting from the improper use of equipment, application or use of chemical substances will be the responsibility of the contractor. Additionally, the Contractor is responsible for providing for all training and certification for his/her employees as required by AHERA, DHEC, OSHA, EPA regulations, and all local, state, and federal requirements.
14. All licenses or permits required to operate in any location utilized in this contract shall be the responsibility of the Contractor.
15. The Contractor shall be familiar with and in complete compliance with, OSHA, AHERA, DHEC, and EPA requirements and shall report any loss time or major injuries to the District.
16. Contractor's employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing within 24 hours to the District Representative specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. Upon investigation of the incident, the District Representative shall determine if the contractor is at fault.
17. The District will furnish keys to the Contractor and the Contractor shall not have additional keys duplicated. If additional keys are needed, a request will be made to the District Representative. Upon termination of the contract, the Contractor shall return all keys to the District Representative before the final payment is made.
18. The Contractor shall maintain an email account, landline and cellular telephone service that shall be local or toll free to the school district.
19. The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of their employees while they are on premises. The Contractor or his insurer shall reimburse the District for any such damage or loss within 30 days after a claim is submitted. Examples include damages to structures,

- fencing, wind screens, irrigation control valves, and irrigation heads. The District Representative will investigate claims of this nature with the authorized contractor's representative for validity.
20. The Contractor shall notify the Facilities Supervisor and the District Representative as soon as possible of any damage or loss, particularly to automobile glass, building windows and storefronts.
 21. For damages to district windows and glass doors, the Facilities Supervisor will have the repairs made and the contractor will reimburse the district for the repairs. For damages to automobiles and automotive windows and windshield, the Contractor shall deal directly with the owner of the vehicle.
 22. The District reserves the right to negotiate a fair and reasonable cost with the successful contractor for turf work not covered under this solicitation. Turf work shall not exceed ten thousand dollars (\$10,000) per project. The District reserves the right to add additional schools/property to the contract.
 23. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of federal, state and local agencies having jurisdiction. This shall include, but not be limited to minimum wage, labor, and equal employment opportunity laws.
 24. All subcontractors must be approved in writing by the District prior to commencing on any work under this contract.
 25. Contractor shall be observant of potential safety issues and shall communicate in writing all such details to the Facilities Supervisor and District Representative.
 28. Damage to athletic turf caused by vandalism or inclement weather, etc. shall be reported in writing to the Facilities Supervisor and District Representative. Depending on the extent of damage, the contractor may be asked to perform repairs. A fair and reasonable cost will be negotiated with the successful contractor for such repairs. When possible, unit prices listed in the bid schedule will be used to determine the cost. However, the District reserves the right to seek competition when doing so is in the best interest of the District.
 29. Contractor's vehicles shall have signage that is clearly visible and legible identifying the name of the business.
 30. Contractor shall refer to contract specifications and document details for definition of the scope of work. Specifications apply to the entire athletic field(s) including aprons and bull pens.
 31. Missed service as a result of inclement weather shall be made up within two (2) days of the missed service. The Contractor shall maintain the integrity of the schedule to ensure that all fields are serviced in a timely fashion.
 32. When service is missed and not made up during the service cycle at any site for any reason, the cost of the service will be deducted from the monthly invoice. Service cost will be calculated by using the annual cost by site/location and dividing by the number of annual services.

CHANGES: (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent

to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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

CONTRACTS: Every resulting contract is subject to all terms of the District procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and the District's procurement code.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE (GENERAL):

(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 its officers, officials, employees and volunteers 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 its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees and volunteers 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 and all of its officers, officials, employees and volunteers 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: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. Contractor personnel shall present a professional appearance at all times while on District property. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner and display proper identification. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. No forms of tobacco products, alcohol, and drugs, guns, knives, or other weapons are allowed on the District's premises. The District reserves the right to prohibit any individual employee of the Contractor from providing services on District property or at District events if the District determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, District/school personnel, or others.

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.

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.

DEFAULT: (a)(1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the

Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

DEFECTIVE GOODS: Any item delivered in an unacceptable condition will not be accepted. Successful bidder agrees to pay for return shipment of goods that arrive in a defective or inoperable condition. Offeror must agree to arrange for return shipment of damaged goods.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, 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 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. Pursuant to Section 8-14-60, "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." You agree to include in any contracts with your subcontractor's 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: Notwithstanding any limitation in this agreement, 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, cancelation, 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 District Five of

Lexington and Richland Counties, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be 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 State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

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

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer 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.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement award. The initial term of this agreement is three (3) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, the District reserves the right to extend the contract for a period up to two (2) additional one (1) year period(s) upon mutual agreement of the District and the Offeror.

TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially

completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor’s failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District’s right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

ATHLETIC FIELD MAINTENANCE

Vendor Name: _____

LOCATION	YEARLY COST
Chapin Middle School <i>Mowing and insect control only</i>	\$
Chapin High School <i>all services including infield preparations annually and laser grading every 2 years</i>	\$
Chapin Intermediate School <i>Mowing and insect control only</i>	\$
Dutch Fork Middle School <i>Mowing and insect control only</i>	\$
Dutch Fork High School <i>all services including infield preparations annually and laser grading every 2 years</i>	\$
Irmo High School <i>all services including infield preparations annually and laser grading every 2 years</i>	\$
Spring Hill High School <i>Mowing and insect control only</i>	\$

GRAND TOTAL
(Basis of Award) \$ _____

Signature of Authorized Official: _____

Print Name and Title: _____

UNIT PRICE SCHEDULE

UNIT COST FOR ADDITIONAL MATERIALS AND LABOR

Vendor Name: _____

1	Deep tine core aeration cost to remove core plugs from the field must be included	\$	/acre
2	Sand injector slit drainage application with soil conditioner installation (Turface or approved alternate)	\$	/acre
3	Fraze mowing (cost per acre, including debris removal and disposal)	\$	/acre
4	Top dressing material 85% GC 35 Sand – 15% Peat (cost per ton, including delivery)	\$	/ton
5	Labor cost per ton of heavy top dressing material installed	\$	/ton
6	Sprigging with Certified Tifway 419 Bermuda sprigs (cost at a rate of 800 bushels per acre, including labor, material, equipment, and supplies. Include labor, materials and supplies for 10 week grow-in.)	\$	/acre
7	Installing Certified Tifway 419 Bermuda sod (cost per pallet, including five-hundred square feet of sod, delivered, and all labor, materials, equipment, supplies, and ground preparation)	\$	/pallet
8	Fungicide Application (only applied after consultation and approval from District Representative)	\$	/acre
9	Clay (only applied after consultation and approval from District Representative)	\$	/ton

Signature of Authorized Official: _____

Print Name and Title: _____

IX. ATTACHMENTS TO SOLICITATION

- A. Site Addresses
- B. Aerial Photographs of Site Locations
- C. Site Visit Log
- D. References
- E. Minority Participation Affidavit
- F. Offeror's Checklist

ATTACHMENT A- SITE ADDRESSES

FIELD LOCATIONS

**Chapin High School
300 Columbia Avenue
Chapin, SC 29036**

- a) Track field.
- b) Shot put and javelin field.
- c) Baseball field.
- d) Softball field.
- e) Two athletic practice fields.

**Chapin Middle School
1161 Broad River Road
Chapin, SC 29036**

- a) One physical education field

**Chapin Intermediate School
1130 Old Lexington Highway
Chapin, SC 29036**

- a) One physical education field.

**Dutch Fork Middle
1528 Old Tamah Road
Irmo, SC 29063**

- a) One softball/physical education field.

**Dutch Fork High School
1400 Old Tamah Road
Irmo, SC 29063**

- a) Two athletic practice fields.
- b) One baseball field.
- c) One softball field.
- d) One shot put and javelin field.

**Irmo High School
6671 Saint Andrews Road
Columbia, SC 29212**

- a) One athletic practice area consisting of four fields and surrounding apron.
- b) One baseball field.
- c) One baseball "practice infield" located next to the baseball field.
- d) One softball field.
- e) One track field.

**Spring Hill High School
11629 Broad River Road
Chapin, SC 29036**

- a) Two physical education fields.

ATTACHMENT B- AERIAL PHOTOGRAPHS OF SITE LOCATIONS

ATHLETIC TURF MAINTENANCE

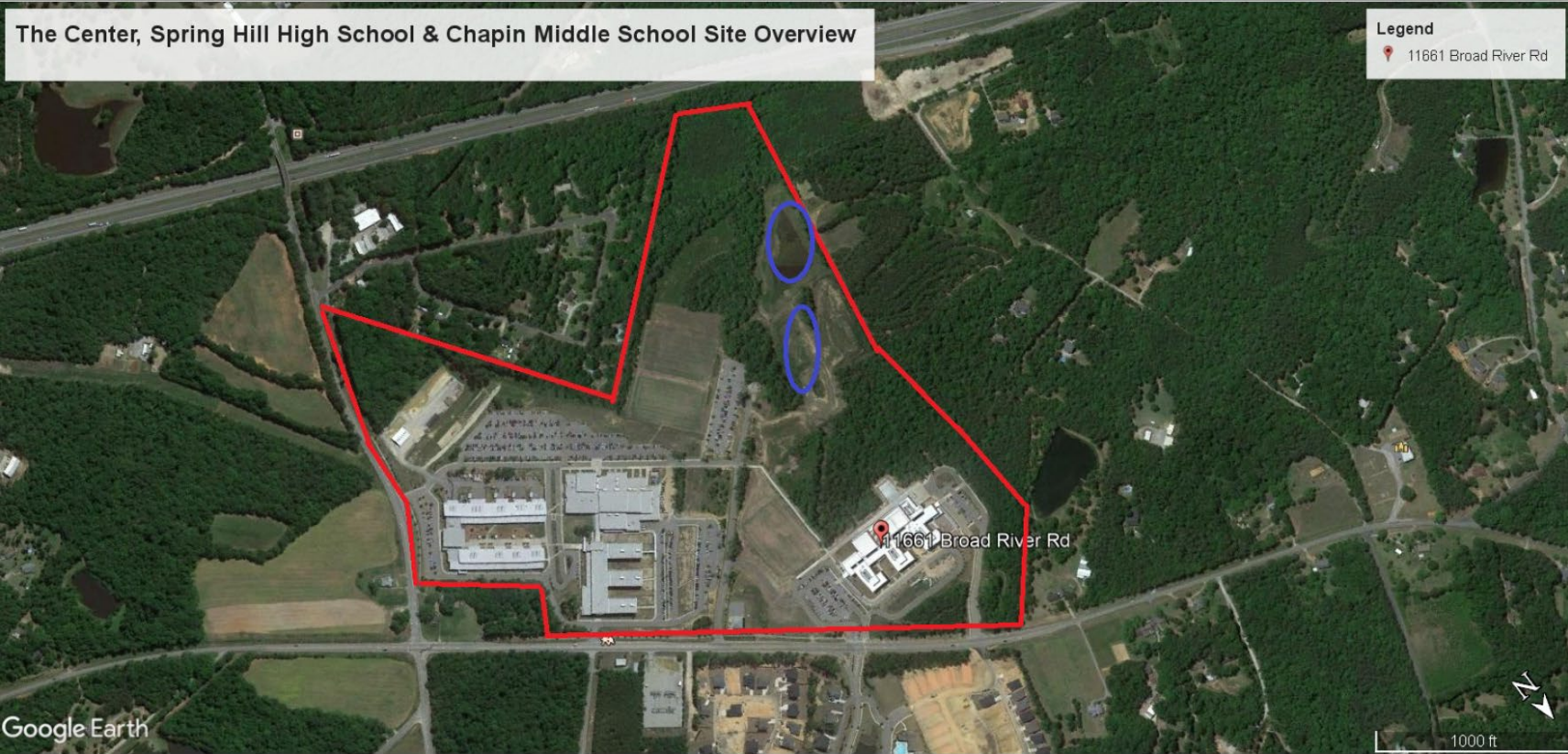
The map legends for the following photographs are as follows:

- Red- boundary
- Green- curb appeal areas
- Yellow- slopes
- Blue- retention/detention ponds.

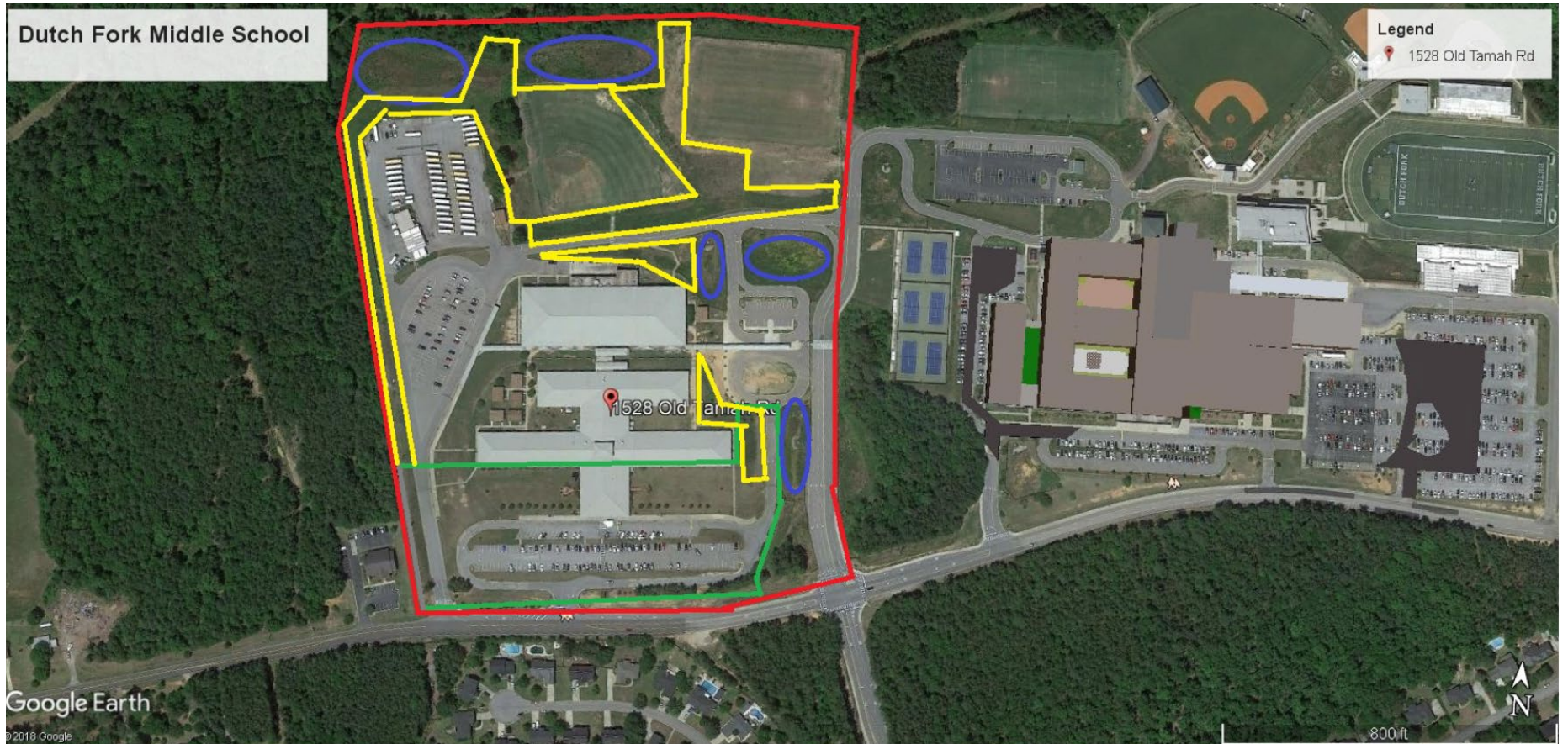
Chapin Intermediate School- 1130 Old Lexington Highway, Chapin, SC 29063



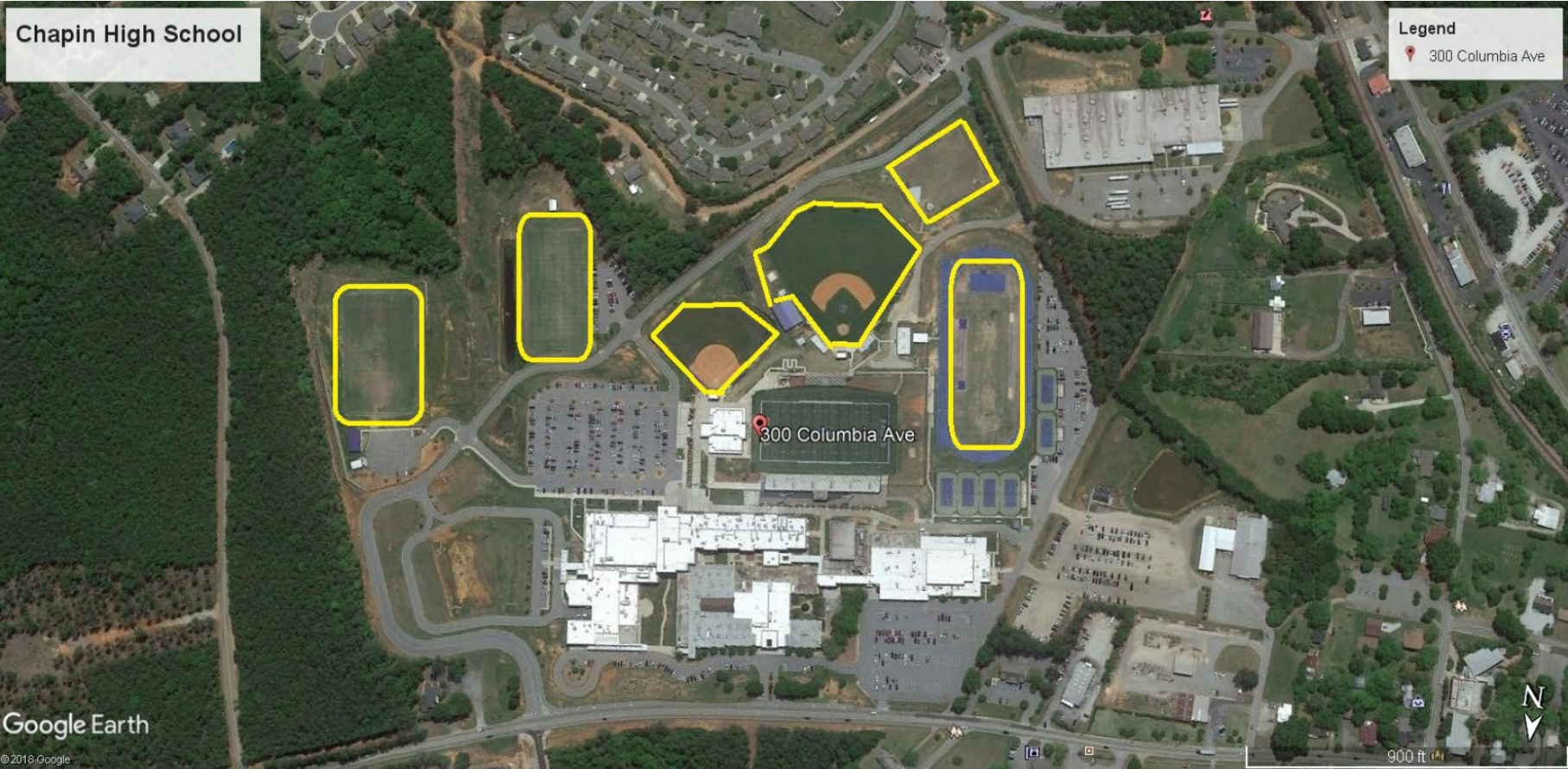
Chapin Middle- 1161 Broad River Road, Chapin, SC 29036



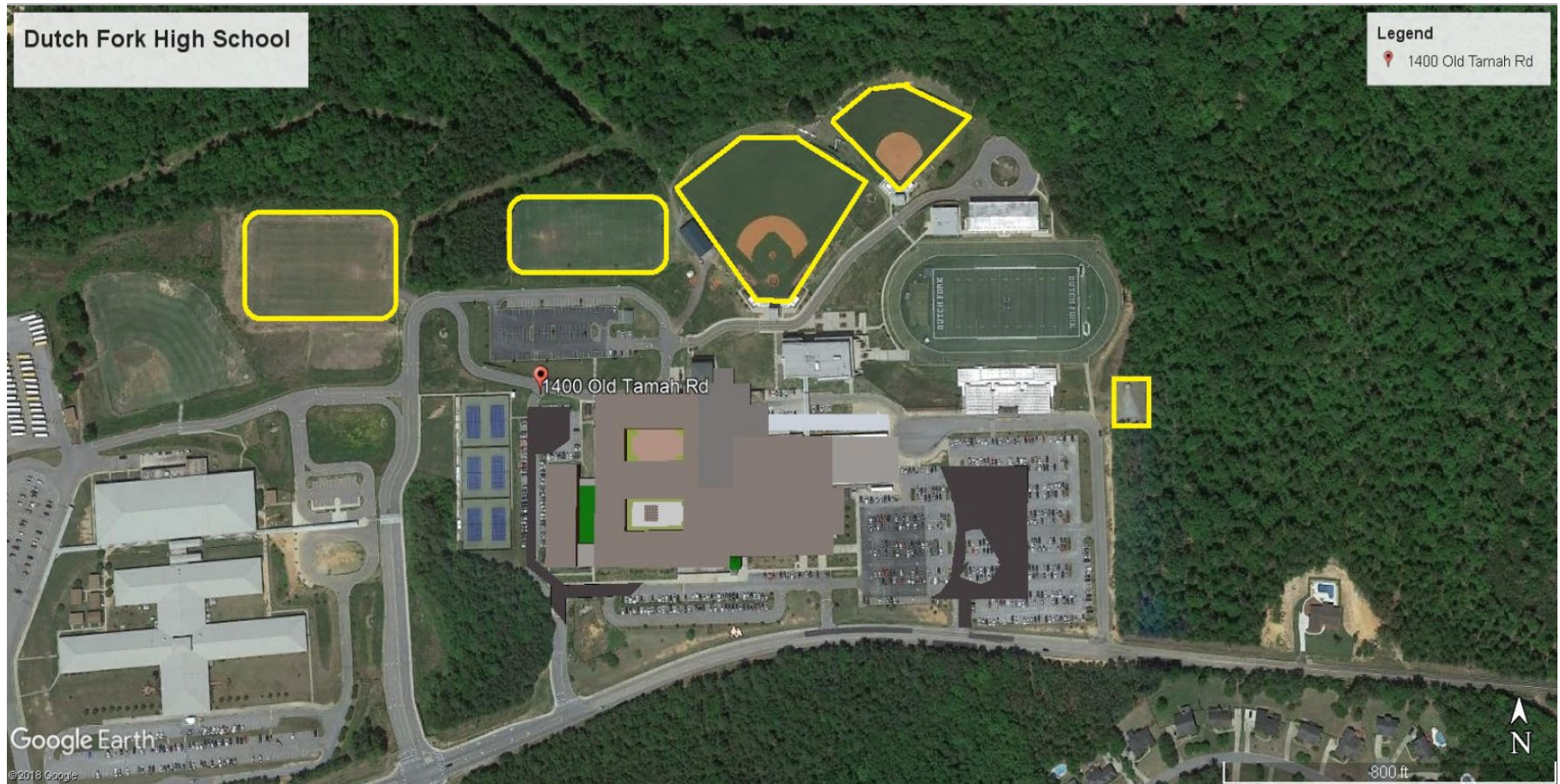
Dutch Fork Middle- 1528 Old Tamah Road, Irmo, SC 29063



Chapin High- 300 Columbia Avenue, Chapin, SC 29036



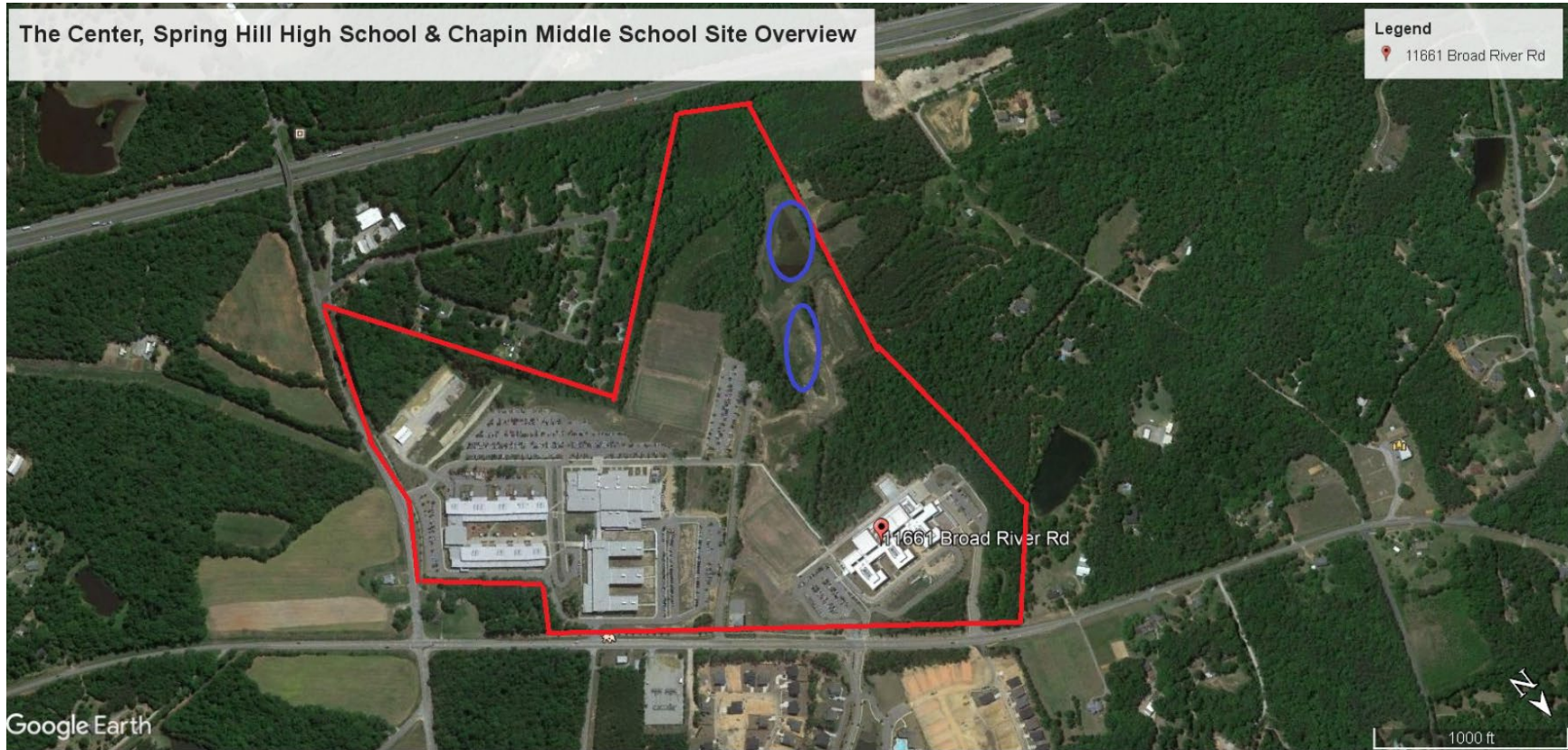
Dutch Fork High- 1400 Old Tamah Road, Irmo, SC 29063



Irmo High- 6671 Saint Andrews Road, Columbia, SC 29212



Spring Hill High- 11629 Broad River Road, Chapin, SC 29036



ATTACHMENT C

SITE VISIT LOG

This form is to be fully completed and submitted with your proposal.

Chapin Intermediate School- 1130 Old Lexington Highway, Chapin, SC 29063

Person(s) attending _____

Date of visit _____

Chapin Middle- 1161 Broad River Road, Chapin, SC 29036

Person(s) attending _____

Date of visit _____

Dutch Fork Middle- 1528 Old Tamah Road, Irmo, SC 29063

Person(s) attending _____

Date of visit _____

Chapin High- 300 Columbia Avenue, Chapin, SC 29036

Person(s) attending _____

Date of visit _____

Dutch Fork High- 1400 Old Tamah Road, Irmo, SC 29063

Person(s) attending _____

Date of visit _____

Irmo High- 6671 Saint Andrews Road, Columbia, SC 29212

Person(s) attending _____

Date of visit _____

Spring Hill High- 11629 Broad River Road, Chapin, SC 29036

Person(s) attending _____

Date of visit _____

I certify that a company representative has visited each of the above facilities:

Signature of Authorized Official: _____

Print name and Title: _____

ATTACHMENT D

REFERENCES

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

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

ATTACHMENT E

MINORITY PARTICIPATION AFFIDAVIT

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? _____

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? _____

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

ATTACHMENT F

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

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

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

SUBMIT WITH OFFER:

1. Cover Page
2. Page 2
3. Proposal
4. Site Visit Log
5. References
6. Minority Participation Affidavit
7. Completed W-9
8. Certificate of Liability Insurance (COI)