

	<p align="center">Fort Mill School District</p> <p align="center">Request for Proposals (RFP)</p>	Solicitation Number: Date Issued: Procurement Specialist: Phone: E-Mail Address: Mailing Address:	#19-032 April 27, 2020 Angela Queen (803) 548-8430 queena@fortmillschools.org 2233 Deerfield Drive Fort Mill, SC 29715
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DESCRIPTION: Athletic Turf Management - RFP

Submit your offer on-line at the following web address:
<http://www.fortmillschools.org/departments/procurement/> , under “Current Bids and RFP’s”

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: Due to the Coronavirus, our entire District is closed. No mail, UPS, or FedEx packages are being delivered on a timely basis. Please submit online.	PHYSICAL ADDRESS: Due to the Coronavirus, our entire District is closed. There is no one at the front desk to take packages, mail, or visitors w/ packages. Please submit online.

SUBMIT OFFER BY: **May 13, 2020 at 10 am** – bid opening will be conducted via video recording and posted to https://www.fortmillschools.org/departments/procurement/bid_openings

QUESTIONS MUST BE RECEIVED BY: **May 4, 2020 at 2 pm** (See “Questions From Offerors” provision)

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

CONFERENCE TYPE: Non-Mandatory DATE & TIME: By Appointment ONLY -no later than May 8, 2020	LOCATION: Please call Jay Taylor, Director of Maintenance, at 803-230-9228.
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AWARD & AMENDMENTS	Award will be posted on or around May 28, 2020 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.fortmillschools.org/departments/procurement/
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

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

PAGE TWO

(Return Page Two with Your Offer)

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

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

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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Minority Participation: Are you a SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, SC Certification # _____ Are you a Non SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No	
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End of Page Two

**KEY DATES FOR RFP
(Subject to Change)**

Issue RFP	April 27, 2020
Intent to Submit Form Due	May 4, 2020 @ 12:00 p.m.
Non-Mandatory Appointments for Site Visits: Schedule w/ Jay Taylor -Visits MUST be conducted No LATER THAN May 8, 2020 at 3 pm	
Deadline for Written Questions:	May 4, 2020 @ 2 p.m.
Responses to Questions Released:	May 8, 2020 by 5:00 p.m.
Note: QUIET PERIOD – No communication Between perspective offerors & District Personnel including School Board Members	May 8, 2020. Thru May 13, 2020 @ 10:00 a.m.
RFP Due:	May 13, 2020 @ 10:00 a.m.
RFP Panel Review & Ranking:	May 27, 2020
Intent to Award Issued:	May 28, 2020
Award is Final	June 7, 2020

Notice of Intent to Participate Form

(Must be received no later than May 4, 2020 @ 12:00 p.m. – no exceptions)

E-mail to: queena@fortmillschools.org

COMPANY NAME: _____

MAILING ADDRESS: _____

COMPANY CONTACT (This will be the person FMSD notifies as needed)

Name: _____

Position: _____

Business Phone: _____

Cell Phone: _____

Fax: _____

E-Mail: _____

_____ We do plan to submit a response to this RFP.

All questions and other contacts between our company and Fort Mill School District will be done solely through the company contact designated above.

_____ We do NOT plan to submit a response to this RFP.

Authorized Signature: _____

Printed: _____

Title: _____

Date: _____

Solicitation Outline

- I. **Scope of Solicitation – Request for RFP**
- II. **Instructions to Offerors**
 - A. **General Instructions**
 - B. **Special Instructions**
- III. **Scope of Work / Specifications**
- IV. **Information for Offerors to Submit – Proposal Format**
- V. **Qualifications**
- VI. **Award Criteria**
- VII. **Terms and Conditions**
 - A. **General**
 - B. **Special**
- VIII. **Bidding Schedule/Price-Business Proposal**
- IX. **Evaluative Criteria**
- X. **Attachments to Solicitation - Appendix**
 - A. **References**
 - B. **Drug-Free Workplace Certification**
 - C. **Questionnaire**
 - D. **List of Subcontractors**
 - E. **Fort Mill School District Field Locations**

I. SCOPE OF SOLICITATION – REQUEST FOR RFP

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

Fort Mill School District is soliciting proposals for an Annual Athletic Field Turf Management Program for its High School and Middle School Athletic Fields and a few Elementary School Fields. Sealed proposals shall be received in accordance with this Request for Proposal (RFP) and supplementary information provided in the proposal instructions.

Due to school closures as a result of the coronavirus, there will NOT be a pre-bid meeting or site visit scheduled. Instead, we are asking that you contact our Director of Maintenance, Jay Taylor, to schedule an individual time to view the locations that require service. These individual meetings are NOT mandatory. You may also view the locations on your own time. You may contact Jay Taylor at 803-230-9228.

Question pertaining to the terms and specifications should be directed to me via email – queena@fortmillschools.org.

At 10:00 am on the due date stated on page one, the Purchasing Official will call time, no information will be revealed at this time. The bid opening will be recorded via video. The video will then be posted at https://www.fortmillschools.org/departments/procurement/bid_openings.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006): Start date: June 7, 2020
End date: June 6, 2021 . 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”.

1. **Introduction:** Fort Mill School District Four (The District) is one of four School Districts in York County. The District encompasses approximately 50 square miles in the northeastern corner of the County. The District is bordered by Mecklenburg County, North Carolina to the north and northeast, by Lancaster County to the east and by the Catawba River to the South and West.

The District currently has 17 schools (9 elementary, 5 middle, and 3 high schools). In addition, two new elementary schools are under construction, due to open in August of 2020 and January of 2021. We also have a new middle school under construction.

2. **Purpose:** The Fort Mill School District wishes to establish a relationship with a vendor to provide management of our athletic field turf. The vendor will be responsible for developing an annual athletic field turf management program. The program proposed must include at a minimum all work and options as mentioned in the scope of work. Additional work identified outside the scope of work as outlined in this solicitation must be authorized in writing by the District prior to doing any work. The vendor must submit a change order including a quote for the possible additional work and have it reviewed and signed by the Head of Maintenance. Please note, the District has the right to decrease or add to the scope of work at any time and will negotiate for the change in contract pricing.
3. **Specifications:** Contractor will provide all materials, labor, equipment, and services required to accomplish related work in accordance with specifications included in this RFP.
4. **Pricing:** Proposal pricing to be submitted on the District Pricing Schedule. If there are other costs associated with your system, please insert these onto the form.
5. **Warranty:** Contractor must provide a copy of the warranty provided, including term of warranty for various coverage provided.

II. INSTRUCTIONS TO OFFERORS - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED - DEC 2015)

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.

AUTHORITY means the School Board or its successor in interest.

BOARD means Fort Mill School District Board of Trustees.

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

BUYER means the Procurement Specialist/Procurement Officer or his/her designee.

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 See clause entitled Contract Documents & Order of Precedence.

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 Officer 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 Fort Mill School District (FMSD)

OFFER means the bid 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 SPECIALIST/PROCUREMENT OFFICER means the person, or his successor, identified as such on 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.

US or WE means the District.

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 (MODIFIED - JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should check for the issuance of Amendments (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date in the space provided for this purpose on Page Two or (2) 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 (MODIFIED – FEB 2015): All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

AWARD NOTIFICATION (FEB 2015): 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 (MODIFIED – JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. 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 District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JAN 2004): 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 (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

AUTHORITY AS PROCUREMENT AGENT (MODIFIED – DEC 2015): The Procurement Officer is an employee of the District acting on behalf of the District pursuant to Fort Mill School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): 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 the 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 (JAN 2004):

(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), Offeror 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 nonresponsible.

(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.

CODE OF LAWS AVAILABLE (MODIFIED – JAN 2006): The Fort Mill School District Procurement Code is available at http://www.fortmillschools.org/departments/procurement/procurement_code/

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):

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 that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER (MODIFIED – JAN 2004): Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room which services the purchasing office prior to the bid opening

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004): 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 (MODIFIED – FEB 2015): 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 (MAY 2008): 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 statute requires 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 officials; 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 8-13-755, prohibiting public official with economic interest 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 (MODIFIED – JAN 2004): Do not include any sales or use taxes in your price that the District may be required to pay.

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PROTESTS (MODIFIED – JUN 2006): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Procurement Officer within the time provided. (Article 17-4210 of Fort Mill School District Procurement Code)

PROHIBITED COMMUNICATIONS AND DONATIONS (MODIFIED - FEB 2015): 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 District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations 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 (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. No information will be divulged at this time.

QUESTIONS FROM OFFERORS (MODIFIED – FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is 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. See clause entitled "Duty to Inquire." **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.

All questions shall be in writing and submitted to the Procurement Officer via Email. Please send questions to:

Email: queena@fortmillschools.org

REJECTION/CANCELLATION (MODIFIED – JAN 2004): The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. (Article 5-1710 of Fort Mill School District Procurement Code)

RESPONSIVENESS/IMPROPER OFFERS (MODIFIED – JUN 2015): (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.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer 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 (MODIFIED – JAN 2004): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED - FEB 2015):

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's

marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its agencies, 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 or any of its agencies that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED - MAR 2015): Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." **Paper offers cannot be accepted at this time due to school closures, mandated by the Governor of South Carolina. We are accepting ON-LINE BIDS ONLY.**

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

VENDOR REGISTRATION (MODIFIED – JAN 2006): We encourage you to register with Fort Mill School District when you retrieve our Bid Documents. Our registration system is powered by Vendor Registry. To register, visit our website at <http://www.fortmillschools.org/>, select "Departments," select "Procurement," and select "Vendor Registration." **There is no cost for you to register with Fort Mill Schools.** Please note that if you would like to receive notifications of solicitations, awards, or amendments for our solicitations, you will need to register your business with Vendor Registry. If you do not register, it will be your responsibility to check our website for updates, amendments, and awards of our solicitations.

WITHDRAWAL OR CORRECTION OF OFFER (MODIFIED – JAN 2004): 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 Article 5-1520 of Fort Mill School District Procurement Code.

II. INSTRUCTIONS TO OFFERORS -- B. Special Instructions

CONTENTS OF OFFER (RFP) (MODIFIED - FEB 2015)

- (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. **PLEASE UPLOAD THIS INFORMATION AS A SEPARATE DOCUMENT.** 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 (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

CLARIFICATION (MODIFIED – NOV 2007): Pursuant to Article 5-1520.8, 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.

ON-LINE BIDDING INSTRUCTIONS (MODIFIED - MAR 2015): (a) Mandatory Registration. **You must register before you can submit an offer on line!** See clause entitled "VENDOR REGISTRATION."

(b) Steps for On-Line Bidding

- 1) The link provided on the solicitation's Cover Page will take you to Vendor Registry, our web based on-line bidding system, where you will upload your offer.
- 2) Follow the general user instructions given by Vendor Registry.
- 3) Confirm your offer has a status of "submitted."
Only offers with a status of "submitted" have been received by the District.
- 4) Save or print a copy of your offer after your offer has been submitted.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)]

PROTEST – ASSISTANT SUPERINTENDENT OF FINANCE ADDRESS (MODIFIED - JUN 2006): Any protest must be addressed to the Assistant Superintendent of Finance, Fort Mill School District, and submitted in writing

- (a) by email to lordol@fortmillschools.org , copy to queena@fortmillschools.org
(b) by facsimile at (803) 547-4696, or

SITE VISIT - BY APPOINTMENT (JAN 2006): Appointment for a site visit may be made by contacting Jay Taylor, Director of Maintenance, at 803-230-9228.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each location.

III. Scope of Work/Specifications

- Bidder must have a South Carolina Pesticides Applicator License which must remain current throughout the contract term. You must also have the ability to obtain a Fort Mill Business License if awarded a contract.
- Equipment, practices and materials must comply with OSHA safety standards. All chemicals must comply with DHEC and EPA guidelines for herbicide application. Copies of chemical and material safety data sheets to be provided to the District and kept in company vehicles on-site.
- Bidder must have experience and have been the prime contractor in planning, designing and operating an athletic field management service program at least equal to the size of Fort Mill School District.
- Bidder must have been in the Athletic Field Turf Management Business for a minimum of five (5) years.
- Bidder must include a minimum of five (5) references for like services in the past five (5) years (Appendix A). Three (3) of those references must be of similar size and scope of work to Fort Mill. The District has the option to visit these sites to determine the condition of the fields.
- Bidder must have its home / main office within **1 hour** or a 70 mile radius of Fort Mill, SC.
- Bidder must have a response time of 48 hours or less for all service requests and work orders.
- Bidder must be able to demonstrate to the District's satisfaction that you have the ability to provide all equipment, staff and trained key personnel to fulfill your obligations to the District.
- Bidder must price all alternate services and products outlined on the Bid Schedule in order to be eligible for award.
- Awarded bidder must schedule treatments with the **Director of Maintenance or Maintenance Supervisor** and will not perform any work on fields where students are present.
- Awarded bidder must obtain soil samples on all fields in July and February of each year of the contract. Report to be forwarded to the Operations Department.
- Awarded bidder will only use reverse tilling to amend any new soil to existing soil.
- When required, awarded bidder will only use live grass sprigs shredded on site at time of application. (no pre-cut6 sprigs will be accepted)
- The awarded bidder must have the equipment, labor and knowledge to perform the following work: Deep tine aeration, deep slicing aerification, verticutting, sweeping, heavy top dressing and laser leveling field, slit drainage installing Turface Soil Conditioner, sprigging, site and soil preparation for renovation and field establishment, sod installation, and disease & insect pest controls.
- Any added fields during the term of the contract will be negotiated and added to this contract.

Athletic Fields in District (these are fence line to fence line totals)

Fort Mill High School:

- 2 Lacrosse Fields= 200,000 sq. ft.
- 2 Practice Fields= 176,000 sq. ft. combined
- Soccer Field= 90,000 sq. ft.
- Baseball Field= 130,000 sq. ft.
- Softball Field= 35,000 sq. ft.

Nation Ford High School:

- Lacrosse Field= 80,000 sq. ft.
- Practice Field= 90,000 sq. ft.
- Baseball Field= 130,000 sq. ft.
- Softball Field= 35,000 sq. ft.

Catawba Ridge High School:

- Lacrosse/Soccer Field= 80,000 sq. ft.
- 3 Practice Fields= 264,000 sq. ft. combined
- Baseball Field= 130,000 sq. ft.
- Softball Field= 35,000 sq. ft.

Sugar Creek Elem:

- Practice Field= 80,000 sq. ft.

Springfield Elem:

- 2 Practice Fields= 176,000 sq. ft. combined

Springfield Middle:

- Baseball= 100,000 sq. ft.

Banks Trail Middle:

- Baseball= 100,000 sq. ft.

Fort Mill Middle:

- Baseball Field= 45,000 sq. ft.

Gold Hill Middle:

- Baseball Field= 45,000 sq. ft.

Pleasant Knoll Middle:

- Baseball Field= 110,000 sq. ft.
- Practice Field= 90,000 sq. ft.

Fort Mill Schools Athletic Fields

Annual turf programs with over seeding (baseball & softball)

Winter (January):

Over seeded fields will be fertilized with nitrogen based fertilizers to promote green color and health. Fields will be monitored and will receive any supplemental feedings necessary to achieve the desired results from the over seeding program.

Early Spring:

1. Blanket pre-emergent and post emergent weed control to all turf areas to eliminate winter weeds and prevent spring weeds such as crabgrass and goose grass.
2. Nitrogen based fertilization to promote color and vigor of over seeded ryegrass
3. Soil analysis to determine soil pH and aid in developing proper fertility program

Late Spring:

1. Blanket pre-emergent and post emergent weed control for late season broadleaf weeds and crabgrass
2. **Blanket Season Long Fire Ant controls applied to entire fields**
3. Fertilization containing a balanced rate of nutrients to promote uniform color
4. Deep slice aeration in two directions

Early Summer:

1. Specially formulated fertilization designed to feed the turf when it is growing fastest and provide excellent color and vigor
2. Blanket Selective Herbicide application to remove ryegrass while controlling grassy weeds and sedges that will be appearing during this time
3. Surface insect control for fire ants where necessary
4. Bio-stimulant / micro nutrient treatment to promote root development and enhance turf recovery

Core Aeration /Top Dressing - Turf areas should be core aerated and top-dressed with sand or sand/peat mix in conjunction with aeration to further promote optimum turf density and vigor.

Summer:

1. Fertilization designed to supply the turf with the necessary nutrients for mid-summer droughts common to this area. It contains the nutrients necessary to promote proper rooting, vigor and color.
2. Controllable weeds are "spot" treated where necessary
3. Surface insect control for fire ants where necessary
4. Deep slice aeration in two directions

Late Summer:

1. Pre-winter feeding with a special formulation of fertilizers designed to provide moderate rates of nutrients to prepare the turf for up-coming dormancy and the heavy traffic that comes with seasonal play in the fall.
2. Post emergent weed management for late season control of any weeds that may be present.
3. **Second Blanket Season Long Fire Ant control application**

Early Fall (Early October):

Overseeding with premium perennial ryegrass seed should take place in two parts for optimum results and should be completed prior to the second week in October. Fields are to be verti-cut and swept clean and a light top dressing with sand applied prior to first seeding. Seeding to be performed using First Products Seed-a-vator or approved equal equipment at a rate of 250-300 lbs. per acre per seeding. Balanced starter fertilizer should be applied at the time of second seeding to promote optimum growth after germination.

Fort Mill Schools Athletic Fields

Basic Annual Turf Program Breakdown

Early Spring:

1. Blanket pre-emergent and post emergent weed control to all turf areas to eliminate winter weeds and prevent spring weeds such as crabgrass and goose grass
2. Potassium application for improved root development and hardiness of Bermuda grass
3. Soil analysis to determine soil pH and aid in development of proper fertility program

Spring:

1. Blanket pre-emergent herbicide application to prevent most spring weeds and post emergent herbicide to control late season broadleaf weed populations that may be present
2. **Blanket Season Long Fire Ant controls application**
3. Fertilization containing a balanced rate of nutrients to promote a uniform color during spring green-up
4. Bio-stimulant / micro nutrient treatment to promote root development and enhance turf recovery from damage that occurred during previous season of play.
5. Sisis maxi-slit (or approved equal) deep slicing aeration in two directions

Early Summer:

1. Specially formulated fertilization designed to feed the turf when it is growing fastest and provide excellent color and vigor. Fertilizer analysis to be based on soil test results for each field.
2. Controllable weeds are to be "spot" treated where necessary

Core Aeration/Top Dressing: Turf to be core aerated to promote root development and relieve soil compaction. Fields to be verti-cut and swept to remove cores. Fields to be top dressed with sand to improve turf density and overall playing surface. **Note: Amount of sand necessary per field to be determined by contractor and district representative prior to applications being performed.**

Summer:

Shallow core aeration, Nitrogen and bio-stimulant fertilization to promote turf vigor and density

Late Summer:

1. Fertilization designed to supply the turf with the necessary nutrients for mid-summer droughts common to this area. It contains the nutrients necessary to promote vigor and color along with proper rooting.
2. Controllable weeds are to be "spot" treated. Where necessary, a blanket selective herbicide will be applied to control existing weeds such as sedges, goose grass and dallis grass
3. Sisis maxi-slit (or approved equal) deep slicing aeration in two directions

Early Fall:

1. Pre- winter feeding with fertilizers designed to provide moderate rates of nutrients necessary to prepare the turf for upcoming dormancy and the traffic that comes with seasonal play
2. Pre-emergent and post-emergent weed management for late season control of broadleaf weeds and young winter weeds that may be present
3. **Second blanket season long fire ant control application**

Fall:

1. A blanket fall pre-emergent herbicide to be applied to prevent winter weeds and post emergent herbicide(s) to control existing weeds
2. Potassium based fertilizer applied for improved root development and to assist with the stresses of winter and turf dormancy

Specification for Preparation of Baseball and Softball Infield Skin Areas shall be as follows:

Each high school and middle school field will have this 'full skin program' completed every other year.

1. Contractor shall make ground preparation of the infield skin area by reverse tilling to a depth of 3" and adding 25 tons of screened sand/clay mix along with two (2) tons of calcined clay soil conditioner and incorporate the two together. Some fields may require more or less of screened sand/clay mix and calcined clay soil conditioner. Contractor shall meet with the District Representative on a per field basis to determine exact amounts when required. The sand/clay mixture shall consist of a 60/40 mixture of screened sand/clay. Bullpen areas to be prepared for season using necessary materials during process.
2. Contractor shall re-grade the infield using laser leveling equipment to insure proper drainage and optimum playability for the upcoming season.
3. Where skin and grass areas meet, the contractor shall properly edge these areas and uniformly shape them. Areas that have lips, bumps, or humps shall be removed.
4. Contractor shall check all bases for proper location and distance and shall make alignments according to the South Carolina High School League requirements. Contractor shall also check the height of the pitcher's mound. The pitcher's mound and home plate area will be included in the preparation work with Professional Mound Repair Clay installed. The mound height shall meet the proper High School Regulation.
5. In the event a field requires more material to prepare properly as determined by District Representative and Contractor, alternate costs per ton of material will be used to determine mutually agreed upon additional cost.

Each high school and middle school field will have this 'alternate program' done in the off year.

Skin areas will be prepared for play by edging, adding conditioner, and properly preparing pitching mounds and home plate areas. No infield sand/clay mix will be added.

IV. INFORMATION FOR OFFERORS TO SUBMIT – Proposal Format

Please format your proposal to follow the outline listed below:

The pages of the Project Proposal must be numbered sequentially. A table of contents, with corresponding tabs, must be included to identify each section. Responses are limited to twenty-five (25) double-sided pages or fifty (50) single pages or less using a minimum of an 11-point font. The cover page, transmittal letter, table of contents and section dividers will not count as part of the page count. Emphasis must be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below.

No Proposals will be accepted after the date and time set for receipt. Proposals submitted via facsimile or e-mail will be rejected. All Proposals **MUST** be submitted on-line using Vendor Registry and the FMSD website. FMSD reserves the right to reject any and all Proposals. The Proposer agrees that his Proposal shall remain valid for a period of ninety (90) days.

Failure to answer any questions, or provide information required in this document may subject the entire proposal to be rejected. Questions concerning capabilities that cannot be provided by the offeror must be responded to with the answer “not available”. The inability to meet a required feature will be weighed in the evaluative criteria.

Tab 1: Proposal Response Form

Page 1 and Page 2 of the solicitation

Tab 2: Cover Letter – Include a brief statement of intent for the services offered to the District, and signatures of an authorized officer of the organization, who has legal authority to sign.

Tab 3: Background and Experience to include:

- **Vendor name, address, telephone, and email of authorized representative. A description of background and experience of key personnel to be assigned to this project if you are the awarded proposer.**
- **List the person who will be responsible for the implementation of this contract and the support thereafter. (To include cell phone and e-mail contacts)**
- **Background screenings of all employees and approval of the District for any employee with a criminal background shall be required for all vendors working on the premises.**
- **Background of company as it relates to services required in this RFP. Please include a listing of the materials and equipment you will use as well as a sample implementation program.**
- **A list of all school district clients which the vendor has provided similar services over the past 3 years.**

- **Financial Statements – You must demonstrate your financial viability and ability to commit the necessary capital investments and resources to ensure the successful implementation and continuance of this program.**

Tab 4: References - Company's experience in conducting this type of service as related to this RFP. (Appendix A – References)

Tab 5: Customer Support

Describe your customer support capability and philosophy (include response times)

Tab 6: Qualifications

- **Appendix B – Drug-Free Workplace Certification**
- **Appendix C – Questionnaire**
- **Appendix D – Listing of Subcontractors**
- **Proposer's FMSD Substitute W-9**
- **Copies of any licenses required to carry out the scope of work including your South Carolina Pesticides Applicator License**
- **Certificate of Insurance**
- **MSDS Safety Data Sheets**
- **Warranty for Services**

Tab 7: Cost

Submit cost on the enclosed Bidding Schedule/Price-Business Proposal Forms in Section VIII.

Tab 8: Value Added

Vendor may provide in this section any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract.

Tab 9: Exceptions taken to the RFP

Submit a statement of any exceptions to the RFP.

The District reserves the right to request a presentation and meeting with the highest rated offeror based on the evaluation process. The request to do so will be at the sole discretion of the District and may be done via video as opposed to in-person due to social distancing protocols.

Negotiations: The Purchasing Official may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Purchasing Official may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second and then the third ranked offeror.

SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION, AND EXTENSIONS

It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Questions about any aspect of the RFP, or the project, shall be submitted in writing via e-mail to: Angela Queen, Procurement Specialist, at queena@fortmillschools.org.

- a. **Deadlines.** The deadline for submission of questions relative to the RFP is the time and date shown on page one. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled and answered in writing, and issued directly to all proposers via Vendor Registry e-mail. Any proposer exceptions to the RFP requirements or requests for deadline extensions must also be communicated to the FMSD Procurement Specialist by the deadline to be properly considered. Any requests for proposal deadline extensions must include the reason(s) for such a request. FMSD reserves the right to approve or reject such requests as the FMSD deems necessary.
- b. **Restriction of Communication.** From the issue date of this solicitation until a successful proposer is selected and the selection is announced, all parties are prohibited from communication in any manner or for any reason with any agents, officers, directors, employees or members of the FMSD or Evaluation Committee. Parties will be allowed to communicate only as sanctioned by FMSD. Communications will be accepted as submission of questions as instructed in the RFP or any conversations during the individual site visit appointments. For violation of this provision, the FMSD Procurement Specialist shall reserve the right to reject the proposal of the offending proposer.

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MODIFIED MAR 2015): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the District Standards of Responsibility, and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

District Standards of Responsibility - Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:

1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate it's capability to meet all contractual requirements;
2. a satisfactory record of performance;
3. a satisfactory record of integrity;
4. qualified legally to contract with the District; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

SUBCONTRACTOR – IDENTIFICATION (MODIFIED - FEB 2015): 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. **NO PORTION OF THE WORK SHALL BE SUBCONTRACTED WITHOUT PRIOR WRITTEN CONSENT OF THE DISTRICT. THE CONTRACTOR SHALL, HOWEVER, REMAIN FULLY LIABLE AND RESPONSIBLE FOR THE WORK TO BE DONE BY ITS SUBCONTRACTOR(S) AND SHALL ASSURE COMPLIANCE WITH ALL REQUIRMENTS OF THE CONTRACT.**

VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSALS (MODIFIED-JAN 2006): Offers will be evaluated and ranked and 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 (JAN 2006): Award will be made to one Offeror.

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (MODIFIED - FEB 2015)

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. [11-35-1530(6); R.19-445.2095(I)] 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, as provided in Section 11-35-1530(8). 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 (JAN 2006): 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.

- 1. Understanding & Ability to Meet Requirements of this RFP**
- 2. References (Appendix A)**
- 3. Experience managing School Athletic Fields**
- 4. Ability to meet and Understanding of required SC High School League Guidelines**
- 5. Cost: Submit cost on the enclosed Pricing Forms**

The District may request additional information from vendor(s) to clarify any element of any proposal. After all proposals are received, the District may invite one or more vendors to make presentations and to be interviewed. The District reserves the right to make independent investigations as to the qualification of vendors. Investigations may include contacting former and/or existing customers or site visits to existing operations.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. General

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (MODIFIED FEB 2015): (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 identify (by contract number) of the specific contract to which the assignment applies, and (iii) the name of the assignee and he exact address or account information to which assigned payments should be made. (b) if contractor amends, modifies, or otherwise changes its name, its identify (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 required approvals.

BANKRUPTCY - GENERAL (MODIFIED JAN 2006): (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 District 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 (JAN 2006): 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 and ORDER OF PRECEDENCE (MODIFIED FEB 2015): (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) the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. 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 shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (MODIFIED JAN 2006): (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 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 (MODIFIED JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Procurement Officer in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the 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 State's 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 (JAN 2006): 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 (JAN 2006): According to the S.C. Code of Laws Section 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 (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE (MODIFIED FEB 2015): 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 (MODIFIED JAN 2006): (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 as the Notice Address on Page Two. 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 (JUNE 2015): 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.

PAYMENT & INTEREST (MODIFIED FEB 2015): (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and

accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, payment will be made by check mailed to the payment address on "Page Two." (c) Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

- All invoices for payment of purchases of goods or services shall be delivered to Fort Mill School District Administrative Office.
- All payment for purchases of goods or services shall be paid by the District within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

PUBLICITY (MODIFIED JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (MODIFIED JAN 2006): 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.

SURVIVAL OF OBLIGATIONS (JAN 2006): 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.

TAXES (MODIFIED - JAN 2006): 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 DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. 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 (JAN 2006): 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 (MODIFIED JAN 2006): 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 the District's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. Special

CHANGES (MODIFIED JAN 2006):

(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.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE (MODIFIED JAN 2006): Unless waived by the Procurement Officer, a pre-performance conference between the contractor and the District shall be held at a location selected by the District within five (5) days after final award, and prior to the commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at the contractor's expense.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL (MODIFIED FEB 2015):

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no

less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) The District, and the officers, officials, employees and volunteers of the District, 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. Please list the additional insured as Fort Mill School District, 2233 Deerfield Drive, Fort Mill, SC 29715.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District and the officers, officials, employees and volunteers of the District. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of the District, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District 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 (JAN 2006): 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.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): 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.

DEFAULT (MODIFIED JAN 2006)

(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 District 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, the District 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.

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

ILLEGAL IMMIGRATION (MODIFIED NOV. 2008): (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 subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION – THIRD PARTY CLAIMS – (MODIFIED NOV 2011): Notwithstanding any limitation in this agreement, contractor shall defend and indemnify Fort Mill School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorney's fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from any defect in the goods or services acquired hereunder or from any act or omission of contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow contractor to settle such suit or claim so long as:

- a. all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor; and
- b. the settlement imposes no non monetary obligation upon the District.

The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor. District shall reasonably cooperate with the contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

LICENSES AND PERMITS (MODIFIED JAN 2006): 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 District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. Work valued at over \$5,000 requires a SC General Contractors License with the appropriate classification & limits.

MATERIAL AND WORKMANSHIP (JAN 2006): 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 (JAN 2006):

(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 (JAN 2006): 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.

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006): Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.

STORAGE OF MATERIALS (MODIFIED - JAN 2006): Absent approval of the District, Contractor shall not store items on the premises of the District prior to the time set for installation.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year 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 (MODIFIED – JUNE - 2018): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): 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 90 days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE (JAN 2006): (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 State. 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 State 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 State 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 accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State 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 State, 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 State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VIII. Bidding Schedule/Price-Business Proposal

School	Annual Turf Program with Over seeding	Annual Turf Program	
Fort Mill High School			
• 2 Lacrosse Fields	N/A	\$	
• 2 Football Practice Fields	N/A	\$	
• Soccer Field	N/A	\$	
• Baseball Field	\$	N/A	
• Softball Field	\$	N/A	
Nation Ford High School			
• Lacrosse Field	N/A	\$	
• Practice Field	N/A	\$	
• Baseball Field	\$	N/A	
• Softball Field	\$	N/A	
Catawba Ridge High School			
• 3 Practice Fields	N/A	\$	
• Baseball Field	\$	N/A	
• Softball Field	\$	N/A	
• Lacrosse/Soccer Field	N/A	\$	
Sugar Creek Elementary			
• Practice Field	N/A	\$	
Springfield Elementary			
• 2 Practice Fields	N/A	\$	
Springfield Middle School			
• Baseball Field	\$	N/A	
Banks Trail Middle School			
• Baseball Field	\$	N/A	
Fort Mill Middle School			
• Baseball Field	\$	N/A	
Gold Hill Middle School			
• Baseball Field	\$	N/A	
Pleasant Knoll Middle School			
• Baseball Field	\$	N/A	
• Practice Field	N/A	\$	
TOTALS			

UNIT PRICING (these items will become a part of any contract(s), but services are not guaranteed).

Deep tine core aeration (the cost to remove core plugs from the field must be Included)	\$ _____/acre
Deep slicing aerification	\$ _____/acre
Verticutting / Sweeping	\$ _____/acre
Sand injector slit drainage application with Turface Soil Conditioner Installation	\$ _____/acre
Top Dressing Material cost per ton washed concrete sand	\$ _____/ton
Top Dressing Material 85% GC 35 Sand – 15% Peat	\$ _____/ton
Labor Cost per ton of Top Dressing Material Installed	\$ _____
Heavy Top Dressing and Laser Leveling The Field Labor cost per ton of Material installed	\$ _____/ton
Provide a per ton cost for additional screening sand/clay mix and calcined clay soil conditioner:	
Per 50# bag cost for professional mound repair clay	\$ _____/bag
Per ton cost for additional screened sand/clay mix	\$ _____/ton
Per ton cost for calcined clay soil conditioner	\$ _____/ton
Infield skin area preparation as outlined per specifications (page 18) for baseball & softball fields:	
Adding no sand/clay mix and 1 ton of calcined clay soil conditioner	\$ _____ baseball
	\$ _____ softball
Adding 25 tons sand/clay mix and 2 tons of calcined clay soil conditioner	\$ _____ baseball
	\$ _____ softball
Sprigging with certified Bermuda grass sprigs at 800 bushels per acre rate Including 10 week grow in program	\$ _____
Field repair sod installation per square foot using certified Tifway 419 Bermuda grass including soil preparation	\$ _____
Blanket Fungicide Treatment (general fungicide for Brown Patch control in Bermuda grass or rye grass)	\$ _____/acre
Blanket Insect Control Treatment for Armyworms	\$ _____/acre
Dolomitic Limestone Application per ton	\$ _____/acre
Plant Growth Regulator Primo Applications at 16oz per acre rate	\$ _____/acre

Company Name

Signature

Date

IX. EVALUATIVE CRITERIA

Proposals will be evaluated on the basis of the evaluative criteria listed below. For purposes of responsibility, all information given by the proposer concerning its capability and availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed.

- 1. Understanding & Ability to Meet Requirements of this RFP - 25 POINTS**
- 2. References (Appendix A) - 20 POINTS**
- 3. Experience Managing School Athletic Fields - 20 POINTS**
- 4. Ability to meet and Understanding of required SCHSL Guidelines - 20 POINTS**
- 5. Cost: Submit cost on the enclosed Pricing Forms - 15 POINTS**

X. ATTACHMENTS TO SOLICITATION

APPENDIX A

REFERENCE FORM

The District expressly reserves the right to reject the bid of any Proposer who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Proposer is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.

Provide a minimum of five (5) references (public school systems with 3 same size/scope as FMSD)

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service:

Attach separate sheet and label **REFERENCE 1**

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service:

Attach separate sheet and label **REFERENCE 2**

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service:

Attach separate sheet and label **REFERENCE 3**

District/Company Name: _____

Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service:

Attach separate sheet and label **REFERENCE 4**

District/Company Name: _____


Point of Contact: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Scope of Work, Total Contract Cost & Years of Service:

Attach separate sheet and label **REFERENCE 5**

Appendix B

<p style="text-align: center;">Fort Mill School District Four Administrative Offices 2233 Deerfield Drive, Fort Mill, SC 29715</p> 	<p>Solicitation #: 19-032</p> <p>Date Issued: April 27, 2020</p> <p>Procurement Specialist: Angela Queen</p> <p>Phone: (803) 548-8202</p> <p>Fax: (803) 547-4696</p> <p>E-Mail Address: kenistonk@fortmillschools.org</p>	
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This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Fort Mill Schools.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five (5) Days after the conviction;

- (5) Notifying the using agency within Ten (10) Days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within Thirty (30) Days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Solicitation Number: 19-032

Project Name: Athletic Turf Management

Contractor/Vendor Name:

Address:

Authorized Representative Name/Title:

Signature: _____

Date: _____

Witness:

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

Appendix C

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

3. LICENSE SANCTIONS:

List any regulatory or license agency sanctions. The District may perform a background check on respondent with all state and regulatory agencies. _____

4. LITIGATION:

Are you currently involved in any litigation or legal disputes? YES NO

If yes, please explain. _____

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

Appendix E

Fort Mill School District - Listing of Athletic Field Locations

Catawba Ridge High School
1180 Fort Mill Parkway
Fort Mill, SC 29715
803-835-5222

Gold Hill Middle School
1025 Dave Gibson Blvd
Fort Mill, SC 29708
803-548-8300

Fort Mill High School
215 N Highway 21 Bypass
Fort Mill, SC 29715
803-548-1900

Pleasant Knoll Middle School
2320 Pleasant Road
Fort Mill, SC 29708
803-835-3770

Nation Ford High School
1400 A.O. Jones Blvd
Fort Mill, SC 29715
803-835-0000

Springfield Middle School
1711 Springfield Parkway
Fort Mill, SC 29715
803-548-8199

Banks Trail Middle School
1640 Banks Road
Fort Mill, SC 29715
803-578-2990

Springfield Elementary School
1691 Springfield Parkway
Fort Mill, SC 29715
803-548-8150

Fort Mill Middle School
200 Springfield Parkway
Fort Mill, SC 29715
803-547-5553

Sugar Creek Elementary School
1599 Farm House Drive
Fort Mill, SC 29715
803-835-0150

OFFEROR'S CHECKLIST – Avoid Common Mistakes

Review this checklist prior to submitting your bid/proposal. If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal 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 entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of 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 bid/proposal includes the number of copies requested.
- Check to ensure your bid/proposal 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 pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

*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 response.*