

	<b>Fort Mill School District</b>  <b>Request for Bids</b>	Solicitation Number: #19-034 Date Issued: March 2, 2020 Procurement Specialist: Angela L Queen Phone: (803) 548-2527 E-Mail Address: <a href="mailto:queena@fortmillschools.org">queena@fortmillschools.org</a>

DESCRIPTION: Pressure Washing Ballfield Bleachers & Stadiums

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

*Or your offer may be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
<b>MAILING ADDRESS:</b> Fort Mill School District 2233 Deerfield Drive Fort Mill, SC 29715	<b>PHYSICAL ADDRESS:</b> Fort Mill School District 2233 Deerfield Drive Fort Mill, SC 29715

SUBMIT OFFER BY: **Thursday, March 26, 2020 at 10 am** (See “Deadline for Submission of Offer” provision)

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

<b>CONFERENCE TYPE: MANDATORY</b> <b>DATE &amp; TIME: Wed, March 18, 2020 from 9 am – 1pm</b> <small>(As appropriate, see “Conferences – Pre-Bid/Proposal” &amp; “Site Visit” provisions)</small>	<b>LOCATION: Springfield Middle School</b> <b>1711 Springfield Parkway</b> <b>Fort Mill, SC 29715</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on or around <b>March 31, 2020</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.fortmillschools.org/departments/procurement/">http://www.fortmillschools.org/departments/procurement/</a>
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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.)

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

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

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

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

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (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 <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> 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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<b>Minority Participation:</b> 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

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
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- IV. Information for Offerors to Submit
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## **I. SCOPE OF SOLICITATION**

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

### **MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006):**

Start date: April 15, 2020 End date: April 14, 2025. 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".

## **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 Qualifications, 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.

**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/](http://www.fortmillschools.org/departments/procurement/procurement_code/)

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MODIFIED - 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.*

**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 Solicitation #19-034 Pressure Washing Ballfield Bleachers & Stadiums

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, Fax, or Mail. Please send questions to:

Mailing Address: Fort Mill School District  
Angela L Queen, Procurement  
2233 Deerfield Drive  
Fort Mill, SC 29715

Email: queena@fortmillschools.org  
Fax: (803) 547-4696

**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)

**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](http://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 Solicitation #19-034 Pressure Washing Ballfield Bleachers & Stadiums



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

**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

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

**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](mailto:lordol@fortmillschools.org) ,

(b) by facsimile at (803) 547-4696, or

(c) by post or delivery to Leanne Lordo, Asst Superintendent of Finance, 2233 Deerfield Drive, Fort Mill, SC 29715.

**SITE VISIT – MANDATORY (JAN 2006):** See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer.

**SITE VISIT (MODIFIED - JAN 2006):** A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**Date & Start Time: Wednesday, March 18, 2020 from 9 am – 1 pm**

**Contact Person's Name: Angela Queen**

**Contact's Phone Number: 803-548-8430**

**Location: Springfield Middle School, 1711 Springfield Parkway, Fort Mill, SC 29715**

### III. SCOPE OF WORK/SPECIFICATIONS

Fort Mill School District is accepting competitive sealed bids for a multi-term contract for the pressure washing of our Middle and High School ballfield bleachers and stadiums as well as the bleachers at the Comporium Athletic Park (CAP). Ballfield Bleachers and Stadiums will need to be pressure washed once per year in July or August. All work must be complete before August 15<sup>th</sup> of each year or before students return to school after summer break, whichever is earlier. This work will be quoted on the bid form as a set price. As additional schools are added, additional ballfield bleachers and stadiums may be added, and prices will be negotiated at the time additional items are added.

**Contractor Requirements:** The Contractor's primary task is to safely remove biological growth (i.e. algae, clay stains, dirt, fungus, lichen, metal stains, phosphorescence, etc.) as well as any industrial and/or environmental pollutant(s). The task shall be accomplished by applying safe approved chemicals to surfaces with approved applicators, and then rinsing the same surface with water using an approved applicator. Chemicals must be pleasant or non-offending to the senses and safe to the environment. Sound levels must not be obtrusive. At all times care will be taken to protect students/pedestrians from harm and inconvenience. Starting and stopping times for work shall be at the District's discretion with the main priority being safety above all. The end result will be a clean streak free surface leaving no residue of biological growth, chemicals, or pollutants. All windows, doors, metal panels, and electrical devices shall remain unchanged and undamaged. The Contractor shall dispose of all residues and other work-related refuse from the job-site at his expense following all local rules, codes and regulations. Damage to landscaping and grounds must be addressed and corrected accordingly. Contractor must have sufficient, supervision and manpower to finish each project on a timely basis and within the District's time allotment.

**Materials Selection:** All materials selected for performing the Work shall bear the approval of the District's Director of Maintenance. MSDS information must be furnished and maintained at the worksite. A copy of each MSDS Sheet should be made available to the Director of Maintenance and a copy must be submitted with your Bid.

Contractors MUST be located within a 30 mile radius of the Fort Mill School District Office. No travel expenses will be paid or reimbursed under this contract.

Awarded Contractors must supply all equipment and materials to perform pressure washing as they are quoted and awarded under this contract.

The Contractor shall, at all times, secure the work area (i.e. barricades, barriers, etc.) to ensure the safety of the public, students, District employees, and/or District facilities.

Contractor is responsible for replacing and/or repairing any damage to Fort Mill School District property caused by contractor's employees at no additional cost to the District.

All work shall be scheduled with hours set forth by the Director of Maintenance. All work associated with the solicitation shall not impede District functions.

This will be a one (1) year contract, with the option to renew for up to four (4) additional one year periods, if all parties are in agreement. Contract term will begin on April 15, 2020.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED - MAR 2015):** You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

- Signed Cover Page and Page Two of the Solicitation
- Bid Schedule, pages 22-23
- A copy of your Business license(s)
- List of References (Working in a school district presents its own challenges, therefore references from schools are preferable.)
- Drug-free Workplace Certification, attached to the solicitation
- Questionnaire, attached to the solicitation
- Certificate of Insurance (COI)
- FMSD Substitute W-9 form
- MSDS Sheets for all chemicals to be used

## 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.

## VI. AWARD CRITERIA

**AWARD CRITERIA – BIDS (JAN 2006):** Award will be made to the lowest responsible and responsive bidder(s).

**AWARD TO ONE OFFEROR (JAN 2006):** Award will be made to one Offeror.

**CALCULATING THE LOW BID:** In determining the low bid, the grand total for all schools will be used.

**License and Insurance Certificates must be kept up to date with the District.**

## 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 Solicitation #19-034 Pressure Washing Ballfield Bleachers & Stadiums

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.

**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.

**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 -- 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.

### 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.

**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](http://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, it’s 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 ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006):** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

**PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006):** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov)

**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.

**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 (1) 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 (1) 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.

**WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES:**

(1) The contractor and the District waive any and all claims, know or unknown, against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes: (a) damages incurred by the District for loss of income, profit, financing, business and reputation, management or employee productivity or of the services of such persons; and (b) damages incurred by the contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

(2) This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination pursuant to a termination provision of this contract. Nothing contained in this paragraph shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the terms of this contract. This paragraph does not apply to any claim for equitable or contractual indemnification

VIII. Bidding Schedule/Cost Proposal

	School/Site	Full Cleaning – once per year	
<b>Ballfield Bleachers and Stadiums (LOT 1)</b>			
1	<u>Catawba Ridge High School</u>		
	-Football Stadium	\$	
	-Baseball bleachers	\$	
	-Softball bleachers	\$	
	-Lacrosse bleachers	\$	
	-Tennis bleachers	\$	
2	<u>Fort Mill High School</u>		
	-Football Stadium	\$	
	-Baseball bleachers	\$	
	-Softball bleachers	\$	
	-Lacrosse bleachers	\$	
	-Tennis bleachers	\$	
3	<u>Nation Ford High School</u>		
	-Football Stadium	\$	
	-Baseball bleachers	\$	
	-Softball bleachers	\$	
	-Lacrosse bleachers	\$	
	-Tennis bleachers	\$	
4	<u>Banks Trail Middle School</u>		
	-Football bleachers	\$	
	-Baseball bleachers	\$	
5	<u>Fort Mill Middle School</u>		
	-Football bleachers	\$	
	-Baseball bleachers	\$	

6	<u><i>Gold Hill Middle School</i></u>		
	-Football bleachers	\$	
	-Baseball bleachers	\$	
7	<u><i>Pleasant Knoll Middle School</i></u>		
	-Football bleachers	\$	
	-Baseball bleachers	\$	
8	<u><i>Springfield Middle School</i></u>		
	-Football bleachers	\$	
	-Baseball bleachers	\$	
9	<u><i>Comporium Athletic Park (CAP)</i></u>		
	-Field bleachers	\$	
<b>Grand Total - Ballfield Bleachers and Stadiums</b>		\$	

Bidder (Company Name) \_\_\_\_\_

Bidder Signature \_\_\_\_\_ Date \_\_\_\_\_

**Appendix A**

**REFERENCE LIST**

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 three (3) references (preferably school districts).

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**

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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**

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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**



**Fort Mill School District Four**  
Administrative Offices  
2233 Deerfield Drive, Fort Mill, SC 29715



**Solicitation #:** 19-034

**Date Issued:** March 2, 2020

**Procurement Specialist:** Angela L Queen

**Phone:** (803) 548-8430

**Fax:** (803) 547-4696

**E-Mail Address:** [queena@fortmillschools.org](mailto:queena@fortmillschools.org)

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: 19-034**

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**Project Name: Pressure Washing Ballfield Bleachers & Stadiums**

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**Contractor/Vendor Name:**

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**Address:**

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**Authorized Representative Name/Title:**

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:**

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

**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: \_\_\_\_\_

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**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. \_\_\_\_\_

<b>FORT MILL SCHOOL DISTRICT</b>	
<b>School/Building Locations and Office Phone Numbers</b>	
<b>Fort Mill School District Office</b> 2233 Deerfield Drive Fort Mill, SC 29715 803-548-2527	<b>Springfield Middle School</b> 1711 Springfield Parkway Fort Mill, SC 29715 803-548-8199
<b>Fort Mill School District Maintenance &amp; Operations</b> 351 Gillig Drive Fort Mill, SC 29715 803-548-8223	<b>Elementary Schools:</b>  <b>Doby's Bridge Elementary School</b> 1000 Dragon Way Fort Mill, SC 29715 803-835-5200
<b>Fort Mill School District Transportation</b> 351 Gillig Drive Fort Mill, SC 29715 803-802-1998	<b>Fort Mill Elementary School</b> 192 Springfield Parkway Fort Mill, SC 29715 803-547-7546
<b>High Schools:</b>	
<b>Catawba Ridge High School</b> 1180 Fort Mill Parkway Fort Mill, SC 29715 803-835-5222	<b>Gold Hill Elementary School</b> 1000 Dave Gibson Blvd Fort Mill, SC 29708 803-548-8250
<b>Fort Mill High School</b> 215 N Highway 21 Bypass Fort Mill, SC 29715 803-548-1900	<b>Orchard Park Elementary School</b> 474 Third Baxter Street Fort Mill, SC 29708 803-548-8170
<b>Nation Ford High School</b> 1400 A.O. Jones Blvd Fort Mill, SC 29715 803-835-0000	<b>Pleasant Knoll Elementary School</b> 2346 Pleasant Road Fort Mill, SC 29708 803-835-0090
<b>Middle Schools:</b>	
<b>Banks Trail Middle School</b> 1640 Banks Road Fort Mill, SC 29715 803-578-2990	<b>Riverview Elementary School</b> 1300 Spratt Street Fort Mill, SC 29715 803-548-4677
<b>Fort Mill Middle School</b> 200 Springfield Parkway Fort Mill, SC 29715 803-547-5553	<b>Springfield Elementary School</b> 1691 Springfield Parkway Fort Mill, SC 29715 803-548-8150
<b>Gold Hill Middle School</b> 1025 Dave Gibson Blvd Fort Mill, SC 29708 803-548-8300	<b>Sugar Creek Elementary School</b> 1599 Farm House Drive Fort Mill, SC 29715 803-835-0150
<b>Pleasant Knoll Middle School</b> 2320 Pleasant Road Fort Mill, SC 29708 803-835-3770	<b>Tega Cay Elementary School</b> 2185 Gold Hill Road Tega Cay, SC 29708 803-548-8282
	<b>(2) New Elementary Schools - Scheduled to Open Fall 2020</b>

## 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.*