

 <p><b>Rock Hill</b> SCHOOL DISTRICT THREE OF YORK COUNTY</p>	<p>Rock Hill Schools  Best Value Bid (BVB)</p>	<p>Solicitation Number Date Issued Procurement Officer Phone E-Mail Address</p>	<p>19-2002 September 24, 2019 Charlene Pelzer Maffett 803-981-1054 CMaffett@rhmail.org</p>
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**Pest Control Services**

**DUE DATE (Opening Date/Time):** October 22, 2019 at 3:00 p.m.

**LAST DAY FOR QUESTIONS:** October 9, 2019 at 12:00 p.m.

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

<p><b>PHYSICAL MAILING ADDRESS:</b></p> <p>Rock Hill Schools Purchasing Department 2171 West Main Street Rock Hill, SC 29732</p> <p><b>Solicitation Number and Opening Date must appear on the envelope.</b></p>
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<p><b>CONFERENCE TYPE:</b> Non-mandatory Pre-Bid Meeting on October 7, 2019 at 11:00 AM followed by two site visits.</p>	<p><b>LOCATION:</b> Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732</p>
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<p><b>ADDENDUM(S)</b></p>	<p>Any addendum(s) will be posted at the following web address: <a href="http://www.rock-hill.k12.sc.us">http://www.rock-hill.k12.sc.us</a></p>
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**You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:**

- Bound by the requirements, terms, stipulations, and terms of the solicitation.
- Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.
- Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.

<p><b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)</p>	<p><b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt)</p> <p><input type="checkbox"/> Tax exempt corporate entity</p> <p><input type="checkbox"/> Government entity (federal, state, or local)</p> <p><input type="checkbox"/> Other _____</p>
<p><b>AUTHORIZED SIGNATURE</b></p> <p>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</p>	

<b>TITLE</b>  (Business title of person signing above)		(See "Signing your Offer" provision)
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
<b>STATE OF INCORPORATION</b> (If offeror is a corporation, identify the State of Incorporation.)		

<b>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</b>	<b>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</b>								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; text-align: center;"><b>Area Code</b></td> <td style="width:25%; text-align: center;"><b>Number</b></td> <td style="width:15%; text-align: center;"><b>Ext.</b></td> <td style="width:45%; text-align: center;"><b>Facsimile</b></td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> </table>	<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>	<b>Facsimile</b>				
<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>	<b>Facsimile</b>						
	<b>E-mail Address</b>								

<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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**ACKNOWLEDGMENT OF ADDENDUM(S)**

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

**Minority Participation:**

Are you a SC Certified Minority Vendor - Yes  No

If yes, SC Certification # \_\_\_\_\_

Are you a Non SC Certified Minority Vendor - Yes  No

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**I. GENERAL BID INSTRUCTIONS AND CONDITIONS (Where Applicable)**

- A. Bids shall be publicly opened at **3:00 PM** on **October 22, 2019**. Bid openings shall be conducted in the Purchasing Department which is located at 2171 West Main Street, Rock Hill, SC 29732. Sealed bids shall include the requested information must be uploaded to **Vendor Registry** <http://vrapp.vendorregistry.com/RockHillSchools> or enclosed in an envelope (if mailing), and the “solicitation name and number” shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Purchasing Director, Rock Hill School District Three, 2171 West Main Street, Rock Hill, SC 29732. Hand carried bids shall be delivered to the same address.
  - B. Bids shall be submitted NO LATER THAN 3:00 PM in the place and manner as described in paragraph 1A above. Bids received after 3:00 PM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened.
  - C. The District shall not accept responsibility for unidentified bids.
  - D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
  - E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
  - F. The District shall not accept oral, emailed, or FAXED bids.
  - G. The Term “Offer” Means Your “Bid” or “Proposal” or “Quotation”  
The Term “Offeror” Means “Vendor” or “Contractor” or “Bidder”
1. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
  2. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
  3. **BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.
  4. **ACKNOWLEDGEMENT OF ADDENDUM(S):**
    - A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.

B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

5. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

6. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**

A. All communication concerning this IFB must be in writing to the Purchasing Director. Email is the preferred method of communication.

B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.

C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Purchasing Director. Violation of this provision may result in rejection of the vendor's response.

D. It is the vendor's responsibility to check Vendor Registry for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

7. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

8. **STATEMENT OF COMPLIANCE AND ASSURANCE:**

A. Bidders, to be eligible for consideration, shall be required to certify in writing that the firm or agency represented complies with all applicable Federal and State laws and regulations.

B. Statement of Assurances and Compliance is provided to vendors in Section D.

9. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

10. **SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

11. **FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.

- 12. ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- 13. BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.
- 14. TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.
- Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
- Termination for Cause.** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.
- 15. EXAMINATION OF RECORDS:**
- A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- B. The Contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the sub-contractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
- 16. COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.
- 17. SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

**19. RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

**20. PROPRIETARY INFORMATION:** Contractors shall visibly mark as “**CONFIDENTIAL**” each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

**21. AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Purchasing shall award proposals in accordance with the District’s Procurement Code.

**22. STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

**23. MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

**24. SAMPLES:** Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted.

The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.

**25. "OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

**26. PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.

**27. INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

**28. GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

**29. SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).



Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

**30. PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business concern
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Labor Costs separate from material costs
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
- All invoices shall be submitted via email to [APINVOICES@rhmail.org](mailto:APINVOICES@rhmail.org) with the Company name and purchase order# referenced in the subject line

**31. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.

**32. DEFAULT:** In the event the successful Contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting Contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting Contractor shall be considered unless assessed charge has been satisfied.

**33. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The Contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

**34. POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.

**35. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

- 36. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.
- 37. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the Contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the Contractor and the carriers.
- 38. UNIT PRICES:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.
- 39. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 40. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- 41. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or sub-contractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, 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 are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- 42. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof

that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, sub-contractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**43. INSURANCE REQUIREMENTS:** Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its sub-contractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful Contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$100,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$1,000,000	General Aggregate (per project)
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

**44. WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

**45. LIABILITY-** The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The Contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The Contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, Contractor remains liable for performance of all items of this contract.

Laws

The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

**46. SAFETY, DAMAGE OR THEFT:**

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

**47. SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the Contractor's personnel. Except as described under the Scope of Work and related paragraphs below, guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

**48. UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or Contractor).

**49.** Use of tobacco products, alcohol, and profanity are prohibited on school property.

**50.** This solicitation document and any addendum(s) will constitute the contract when awarded.

**51. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:** By submission of this bid, the bidder as the prime contractor does hereby agree:

- A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
- B. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

## I. GLOSSARY OF TERMS

**Assignment:** Legal transfer of a claim, right, interest or property.

**Best Value Bid:** A procurement that considers factors other than price, such as quality, past performance, experience. Price is evaluated at sixty (60) percent.

**Contractor:** Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

**District:** means Rock Hill School District

**Late Bid/Proposal/Qualification:** A bid, proposal, qualification, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Late bids/proposals/qualifications are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

**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.

**Procurement Official:** means the person, or his successor, identified as such on the Cover Page.

**Public Opening:** Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**Respondent:** A person or entity who submits a response to a Request for Qualifications (RFQ), Expression of Interest (EOI), Request for Information (RFI), Qualifications Based Selection (QBS), or other solicitation types, methods, or processes where price is not a factor in the evaluation process for award determination.

**Responsible Bidder/Offeror:** Also referred to as Responsible Proposer or Respondent. A Contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive Bidder/Offeror:** Also referred to as Responsive Proposer or Respondent. A Contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP/RFQ and all of its requirements, including all form and substance.

**Solicitation:** An invitation for bids, a request for proposals or qualifications, telephone calls or any document used to obtain bids, proposals, or qualifications for the purpose of entering into a contract.

**Scope of Work/Services:** A scope of work/services is developed at the beginning of the procurement cycle and is a written description of the entity's needs and desired outcomes for the procurement and becomes the basis for any resulting solicitation. The scope of work/services helps to ensure that the product or service meets the stated outcome and establishes the parameters of the resulting contract.

## **II. INTRODUCTION**

This solicitation is a Best Value Bid (BVB). Bids will be received by Rock Hill Schools for the above titled project. Responses can be submitted to Vendor Registry and hard copies received no later than 3:00 p.m., local time, October 22, 2019. Submittals shall be sent to *Rock Hill Schools, Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732* Attn: *BVB 19-2002 Pest Control Services*, Rock Hill Schools will conduct a formal selection process to determine the best qualified respondent that meets the District's needs. A selection committee will review the responses, evaluate, and score. The determination of the successful respondent will be based on a variety of criteria including, but not limited to, qualifications, experience, and past performance, and cost of the respondent.

Rock Hill Schools is an equal opportunity employer and encourages Local Business and Small, Women-Owned and Minority Business Enterprise (SWMBE) in accordance with Division of Small and Minority Business Contracting and Certification (SMBCC) and/ or similar state or federal certification programs participation to the extent legally feasible.

Contractor shall visit the sites and familiarize themselves with the work required and acreages prior to submitting a bid. Under no circumstances shall an individual be on RHSD property unless they have been given permission by the main office staff at each site. Failure to get permission can result in trespassing and the police will be called. If you desire to visit the sites than the following procedures **MUST** be followed:

- a. Contract the Facilities Services designee Michael Cox at 803-985-3022 or 803-981-1167.
- b. Everyone must check-in at the site's mail office and provide the office staff with their government issued ID.
- c. The individual must show a copy of the solicitation to the office staff.

## **III. PURPOSE:**

Rock Hill School District, hereafter referred to as "District", intends to award a contract for pest control services, hereinafter referred to as "Contractor" at various locations.

This contract shall be for one year, beginning in November 2019. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. The option to renew shall require the mutual agreement of both parties at least sixty (60) days prior to expiration. The total term of this contract shall not exceed beyond October 31, 2024. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

## **IV. BACKGROUND**

Rock Hill School District is a public school system serving over 17,000 students. There are currently 36 service locations. The District is the 11<sup>th</sup> largest in the South Carolina.

## **V. SCOPE OF WORK**

Contractor shall obtain a full criminal background check for contractor's employees and other persons carrying out the contract on the contractor's behalf. The contractor shall not permit employment of any person with a criminal record without written permission of the District. Contractor must check the following databases at a minimum, South Carolina criminal check (SLED), North Carolina criminal check, Sex Offender registries, and Social Security number verification. Upon request of the District, the Contractor shall furnish proof that such background checks were executed and the restrictions on employment mandated by the District were followed. Contractor shall be responsible for cost associated with background checks. If the awarded Contractor is summoned for work, he/she shall report and sign in and out with the Main Office upon arriving and departing from any District campus.

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to complete the services listed throughout this BVB, including, but not limited to: licenses, permits and insurance.

Work hours under this contract shall be approved by the Facilities Services designee to avoid scheduling conflicts. Work may have to be performed after 5:00pm through the week and may need to be performed on weekends, these changes will be at no extra charge to the RHSD. All travel, overhead, allowances shall be included in the hourly rate. No other costs will be considered. The Contractor will have identification and wear distinctive uniform clothing. All vehicle(s) shall bear the Contractor's name.

## **DESCRIPTION OF SERVICE**

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the trapping and pesticide application components of the Integrated Pest Management Plan. The service locations that will be under this contract are listed in Exhibit A. The service locations acreage/square footage will be provided in an addendum.

1. Routine service (Minimum monthly) to all buildings will include all crawling and flying insects such as but not limited to ants, fleas, mice, rats, ticks, bed bugs, all classes of roaches, wasps, bees, yellow jackets, silver fish, water bugs, spiders, fruit flies, drain flies, flies and mosquitoes. Ground moles, voles and ground squirrels are also to be included in the scope of services. (In all instances, insects or rodents not listed in the BVB shall be dealt with only after consultation between the Contractor and the District designee).
2. Bayer Topchoice insecticide product shall be used to control ants on the 15-foot perimeter of each building/structure and sidewalk or any other item within the 15 foot perimeter.
3. All wood destroying insects (termites, carpenter ants and carpenter bee) will be handled for an additional fee.
4. Urban wildlife such as skunks, flying squirrels, ground hogs and raccoons will be handled at the request of the District for an additional fee and not included in the pest control contract.

5. The Contractor shall adequately suppress the following pests:
  - Indoor populations of rodents (e.g. moles, Norway and roof rats, house mice) cockroaches, ants (including, but not limited to fire ants and pharaoh ants), bed bugs, flies, spiders and any other arthropod pest not specifically excluded from the contract.
  - Populations of the above pests that are located outside of the specified buildings, but in areas within fifteen (15) feet adjacent to buildings.
  - Winged termite swarmer emerging indoors.
  - Termites and other wood destroying organisms.
  - Mosquitoes (areas of stagnate water that are not structurally designed to hold or contain water, e.g. Pond).
6. All chemicals shall be most effective for control and approved by the United States Department of Agriculture. Chemical treatments especially that for roaches should be varied and/or rotated among chemical classes following professional procedures in order to avoid immunity. All products used in pest control procedures shall be approved by the Department of Pesticide Regulation (DPR) and meet all Environmental Protection Agency (EPA) guidelines.
7. Safety Data Sheets (SDS), Globally Harmonized System of Classification (GHS) for all chemicals used shall be provided to each facility in a three-ring binder and labels listing the Poison Control telephone numbers in the event of suspected poisoning. The same information shall be provided to the Facilities Services Department and Food Service to be kept centrally on file.
8. All pest control work shall be performed in a safe and professional manner in accordance with the most modern and effective scientific pest control procedures. The Contractor shall take all necessary precautionary measures not to adversely affect human health; to prevent injury to personnel, property, equipment or pets in all locations. The Contractor shall exercise precaution to avoid damage to plant life (shrubs, vegetation, etc.) which are in the treatment area. The Contractor shall replace any damage items as a result of pest control treatment.
9. The District shall require monthly treatments and inspections for each location. The Contractor will be required to perform follow up treatment to specific areas at the request of the District, within three (3) days.

Monthly Scheduled Treatment – the following areas including but not limited to shall be inspected and treated.

1. Administrative Offices
2. Water fountains and adjacent areas
3. Cafeteria storage
4. Cafeteria
5. Canteens
6. Coolers and drink machines
7. Custodial closets
8. Dumpster area
9. Hallway
10. Home Economics room
11. Kitchen(s)



12. Kitchen Dry Storage
  13. Lounges
  14. Outside area used for washing garbage cans
  15. All restrooms in the hallway and classroom and restrooms in any other area of the campus
  16. Storage area under sinks in classrooms
  17. Any other interior area reported by the on-site personnel as being infested (SchoolDude work order requests)
  18. Kindergarten areas (including playgrounds)
  19. Stadium facilities (concessions stands, press boxes, restrooms and exterior storage facilities).
10. In addition to the treatment of the interior of the building, the exterior perimeter of the buildings shall be treated out to fifteen (15) feet once per year and thereafter as needed.
11. The Contractor will report any problems related to house-keeping or poor sanitation that could contribute to a pest problem. These issues are to be reported by using the District's SchoolDude work order system. Information should also be included on the Service Report that is submitted for the location that is being serviced.

**CONTRACTOR RESPONSIBILITIES:**

1. The Contractor is to provide initial inspection of all buildings in the first two weeks of the start of said contract, to evaluate and provide feedback of current conditions and/or express areas of concerns that the District needs to be aware of.
2. All school facilities shall be treated each year a week before the students start the new school year to include kitchens and cafeterias and all areas of the building and thereafter as needed or specified in said contract. This work is to be done during June and July.
3. The Contractor shall be responsible within twenty-four (24) hours of notice to service request for emergency treatment which may arise.
4. The Contractor shall not charge additional fees for emergency call if requests are for control or extermination of pests or rodents listed in the contract.
5. If emergency call is for control or extermination of pests and wildlife (bats, snakes, etc.) which do not appear in the contract, the District will be responsible for the additional charges. The District will receive a thirty (30) day warranty for services rendered for which additional charges are made by the Contractor. Emergency work must be approved by the Facilities Services Department prior to the commencement of work.
6. Pest control technician must report to the main office prior to and after completing regular service. Completed work order will be submitted using the on-line work order system. The District uses an internet-based work order (SchoolDude) system. The Contractor that is awarded this contract will be

## BVB 19-2002 Pest Control Services

required to have computer and internet access. Be able to log onto the web-site daily to retrieve new work orders and to complete work order forms on-line after work is finished daily. All completed work orders should be changed in the SchoolDude system to "complete" within 24-48 hours after the work order has been completed. The District will train the awarded Contractor on how to use the system.

7. After each pest control service, the Contractor shall provide to the District designee an Online "Service Report" detailing the following:
  - a. Date of Service, Check-In and Check-out Times
  - b. Name of School or Location
  - c. SchoolDude work order number
  - d. Areas serviced
  - e. Comments related to the service
  - f. Products used to treat the areas
  - g. Name of Technician that performed the treatment
8. Service for each school will begin in the food service areas at approximately 7:00AM and continue thereafter in such a manner as to not interfere with school.
9. The Contractor shall not spray in the presence of students or school staff.
10. The Contractor shall not drive any vehicles on the District's athletic fields.
11. If insects or rodents are observed between the established treatments, Contractor must respond within 24 hours and treat at no additional cost to the District for services covered under this agreement.
12. All rodent control devices will be supplied by the Contractor as required and will remain on the property. Contractor will provide all materials, equipment and supplies to perform the necessary work. All materials, equipment, etc. owned by contractor must be removed from the premises at the completion of each service.
13. The Contractor shall provide a same day service policy for all "Emergency" or "High" work orders. The District's designee shall deem if the request is an emergency.
14. The Contractor shall perform "Low" or Medium" work orders with in three (3) days or 72 hours.
15. In the event the work order requestor is not present during a visit and is needed for full service, then the Contractor must leave a notification placard of the visit, i.e. "Sorry we missed you", "We were Here" and referencing the work order number with the front desk staff.
16. The Contractor must have a log book binder placed at the front main office of each building/school that allows a written list showing the areas that were treated in the building after each visit. This must be signed and dated by the technician before leaving the property of said visits.
17. Contractor must communicate conducive conditions or potential concerns that will help eliminate pest minimizing future returns to the same areas.

### **ADDITIONAL REQUIREMENTS: SCHOOL FOOD SERVICE AREA**

1. Each kitchen and cafeteria shall be treated twice a month during operating months to include summer feeding. A written schedule must be submitted as part of the plans showing twice-monthly service for the kitchens and cafeterias which must be approved by the Food Service Contract Administrator within 90 days of the contract issuance and adhered during the term of the contract.
2. The Contractor shall contact the Cafeteria Manager prior to each treatment and discuss any problem areas before any treatment begins.
3. The District's designee must sign off on any work order or treatment involving the kitchens and cafeterias.
4. Any recommendations to reduce pest control issues, after the kitchens and cafeterias are under control, must be discussed with the Cafeteria Manager and Food Service Contract Administrator and shall be submitted in a written format.
5. All work orders shall be completed within 24 hours of being submitted. Copies of all inspection and work order sheets are to be left in the cafeteria.
6. Follow up after three (3) days and not to exceed five (5) days with the Cafeteria Manager or Food Service Contract Administrator after the service is completed to see if the treatment was effective.

### **INTEGRATED PEST MANAGEMENT PLAN**

The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan designed specifically to meet the needs of the District within two weeks of contract award. The control and suppression strategies in the IPM Plan should extend beyond the application of pesticides to structural and procedural modifications to reduce the food, water, harborage and access used by pest. Goals of the IPM program includes but limited to: prevent pest problems before they occur; provide multiple strategies to manage pest populations; reduce the use of hazardous material in and around school/district buildings; and provide a safe working environment for students and employees. The Contractor will update the control plan on annual basis, or as necessary.

### **HOURS**

The Contractor will have twenty-four (24) hour access to all locations seven days a week, but inspections and treatment are to be done only during the times listed below:

- August through May, the majority of the services shall be done during the hours of 7:00 AM – 4:30 PM, Monday through Friday. If spraying is required and approved, it must be done after students are dismissed.
- June and July the work shall be done during the hours of 7:30 AM – 5:00 PM, Monday through Thursday. Access to all buildings shall be coordinated directly with the Facilities Services Department.  
**Hours are subject to change.**

## **INVOICING**

The Facilities Services or their designee shall approve, in writing, the Contractor's accuracy and reasonableness of each invoice submitted for payment.

1. The District will not allow nor pay any additional costs or surcharges on Contractor invoices not already approved by the Facilities Services designee.
2. The District reserves the right to review any invoice of the awarded Contractor.
  - a. An itemized invoice shall be submitted monthly with all the locations listed separate per event.
  - b. Billing shall occur within thirty (30) days of service.
  - c. When an invoice(s) from the Contractor to the District includes materials (door sweeps, caulking, weather guards, etc.) the Contractor shall support any materials with invoices and/or receipts displaying the purchase from the original vendor. Invoices shall have the materials and labor listed on separate line items by school/location. These materials should be market price and subject to approval by the Facilities Services or designee.
3. The District reserves the right to withhold the entire payment for any service where the contract is not fulfilled.

## **JOB SITE SAFETY**

1. The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published safety and health regulations and general occupational safety and health standards.
2. Safety Data Sheets (SDS, GHS) must be furnished on all products/materials, which require them under the provisions of the OSHA Hazard Communications Standard.
3. Application of extermination agents shall be performed in accordance with South Carolina's pesticide regulations and Federal and Local laws.
4. All protective clothing, equipment, and devices will conform to OSHA standards for the products used.
5. Signage will be placed near all equipment used to treat/control pests and rodents clearly identifying them as pest control devices.

## **PENALTIES**

The District may withhold payment or terminate the contract under the following conditions:

- a. Failure to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by the District.
- b. Timely service is not performed.
- c. Using products and material not approved by the Department of Pesticide Regulation, Environmental Protection Agency and/or Rock Hill School District.
- d. Using products that are not meeting the RHSD's expectation of performance.

## **VI. EXPERIENCE**

The Contractor shall have at three (3) years of experience with providing the same type of service. The Contractor shall submit three (3) references in which similar work was performed in a commercial environment including any school districts, higher education institutions or any public entities. In the event the District is used as a reference, it will count as a fourth reference.

The Contractor shall have a minimum of two (2) South Carolina Pest Control Licensed Technicians, Category 7A, employed by their company and assigned solely to the District. License must be included with submittal and updated yearly with the District.

## **VII. ELABORATION AND CLARIFICATION**

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the BVB and/or the participant's response. If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the BVB. Any exceptions to the terms, conditions, provisions, requirements, and draft contract (Exhibit B) delineated must be specifically noted and explained by the Contractor and must be submitted by 12:00PM on **October 9, 2019** which is the last day for questions.

## **VIII. RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT**

All Responses shall not exceed twenty-five (25) pages in 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. Response shall be double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. Failure of the company to organize the information required by this BVB as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this BVB. The Contractor, however, may reduce the repetition of identical information within several sections of the Best Value Bid by making the appropriate cross-references to other sections of the response. ***Submittals shall include the following information divided by tabs:***

### **1. Pages 1 and 2 of this Best Value Bid.**

### **2. Company Background and Experience**

- Name of primary contact
- Address
- Telephone number
- Email
- State or Federal Certification Participation Program (Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business)

Also include the following descriptive information:

- A brief organizational chart showing the positions that will be involved with this project.
- Detailed information of the background, certification, and experience of these key individuals.
- Business philosophy and mission statement.
- Disclosure of any involvement by the organization or any officer of principal in any material business litigation within the last five (5) years. Include the current status and/or disposition.

### **3. Qualifications**

The Contractor shall have at least three (3) years of experience in providing pest control services in a commercial environment including any school districts, higher education institutions or any public entities. The Contractor must demonstrate their capability to perform the requirements of the scope of work. Contractor shall also provide:

- Three (3) references that the Contractor has provided services as listed in the scope of work (Appendix I).
- Copies of all professional licenses and certifications that are required to perform the services as listed in the scope of work.
- List of any judgements and/or list of bankruptcy or organization proceedings within the last five (5) years.
- Availability of personnel, facilities, equipment and other resources to provide the services requested.

Contractor must provide a list of the personnel that will be utilized at the commencement of the contract. The qualifications to include resumes, licenses, and credentials of the personnel shall also be submitted.

### **4. Proposed Scope of Work, Approach and Understanding**

The Contractor must clearly explain its understanding of the project and how its solution is the best overall value to the District. This explanation shall include the project approach include, at a minimum, those responsibilities listed in the Section V. Contractor shall incorporate the following:

- Describe the Contractors collective experience, especially in dealing with entities the size of the District.
- Outline the general plan proposed to service the District.
- Provided a detailed description of the company's quality assurance program, and the service guarantees that are offered.
- Describe in as much detail as possible, why the proposers company should be selected to provide pest control service to the District.
- Demonstrate company's knowledge of a pest control management plan. Contractor must submit a copy of a pest control management plan that they written.
- Provided a detailed list of the chemicals being used.

### **5. Cost Proposal**

The cost form Appendix II shall be submitted separately in a sealed envelope.

The District will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a Contractor. The District reserves the right to negotiate final fees and scope of services with the selected Contractor. The Contractor shall indicate any additional work

that it believes is needed and the cost of such work separately.

All incidental expenses related to this contract, incurred by the respondent to whom the contract is

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awarded, shall be the responsibility of the respondents. The District will not reimburse any Contractor for any incidental expenses related to the Contract.

**6. Appendices**

Contractor shall complete the following Appendices:

- Appendix I- References
- Appendix II- Cost Proposal
- Appendix III- Non-Collusion Affidavit
- Appendix IV- Conflict of Interest

All responses should be submitted to Rock Hill School District no later than October 22, 2019 at 3:00 PM. Respondent shall deliver one (1) original UNBOUND copy, three (3) hard copies and one (1) USB drive of the information requested above. Responses should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Best Value Bid. All submittals must be clearly labeled on the outside of the envelope with the following wording: “**BVB #19-2002 Pest Control Services.**” All late statements will be rejected. The District is not responsible for late Bids caused by delays in mail delivery or a delay in any other method of delivery.

**IX. AWARD**

It is to the sole discretion of the District to determine the award method. The District will award to the highest ranked offeror.

**X. EVALUATION CRITERIA**

The committee will review each submittal based upon the criteria listed below.

- Cost (60%)
- Qualification (23%)
- Proposed Scope of Work, Approach, and Understanding (14%)
- Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business Certification (3%)

**XI. TENTATIVE SCHEDULE OF EVENTS**

Best Value Bid Issue Date	September 24, 2019
Non-mandatory Pre-Bid Meeting	October 7, 2019 at 11:00 AM
Last Day for Questions	October 9, 2019 at 12:00 PM
Bid Due Date	October 22, 2019 at 3:00 PM
Intent to Award (Tentatively)	November 6, 2019
Contract Issued (Tentatively)	November 18, 2019

## **XII. GENERAL INFORMATION AND INSTRUCTIONS**

### **A. Request for Qualification Process**

This BVB does not commit Rock Hill School District to pay for direct or indirect costs. Any costs associated with BVB preparation, selection interviews, and any other company activity prior to award of a contract shall be at the Contractor's expense. Rooms, meals, travel, telephone, and administrative costs shall be at the Contractor's expense.

The BVB is not an Invitation for Bid. In the event that the District elects to negotiate a contract with the successful respondent(s), any contract shall contain at a minimum the terms and conditions as stated in Section I. The District reserves the right, in its sole discretion to reject all submissions, reissue a subsequent BVB, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the District.

### **B. Questions**

Requests for additional information and questions must be submitted to Charlene Pelzer Maffett, at [CMAFFETT@RHMAIL.ORG](mailto:CMAFFETT@RHMAIL.ORG).

The deadline for additional information and questions is October 9, 2019 by 12:00 P.M. (EST). The District will not accept telephone calls or visits regarding this BVB. No interpretation shall be binding unless in writing from Rock Hill School District.

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

### **C. Confidentiality**

Unless otherwise required by law, and until the public opening of the responses, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "**Confidential.**"

### **D. Respondent's Duty to Inspect, Advise and Declare All Costs**

Each respondent shall become fully acquainted with the District's requirements and the scope of the services to be provided. Respondents have a duty to request any information from the District as it deems necessary to prepare the BVB. Such requests shall be made in compliance with the Elaboration and Clarification section of the BVB.



### **E. Time for Receiving Responses**

Responses submitted online prior to the time of opening will be secure and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no response there-after will be considered.

### **F. Submittal of Responses**

All responses to this BVB must be clearly marked **BVB #19-2002 Pest Control Services**. A minimum of one (1) original **UNBOUND** copy, three (3) hard copies and one (1) USB drive containing the proposal shall be submitted. All BID's shall be submitted no later than October 22, 2019 at 3:00 P.M. and the USBs and hard copies shall be submitted to Rock Hill School District Purchasing Department, 2171 West Main Street, Rock Hill, SC 29732. All late proposals will be rejected. The District is not responsible for late BVB's caused by delays in mail delivery or a delay in any other method of delivery.

### **G. Acceptance and Rejection**

Any proposals that do not conform to the essential requirements of the BVB shall be rejected. The District reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The District also reserves the right to accept or reject any or all proposals received in response to this BVB and to negotiate separately with competing respondents. The District is not obligated to enter into any contract on the basis of any submittal in response to this BVB. The District reserves the right to request additional information from any company submitting under this BVB if the District deems such information necessary to further evaluate the Vendor's qualifications.

### **H. Acceptance Period**

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the BVB is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

### **I. Cancellation of Statements of Qualifications**

Statements of Qualifications may be cancelled prior to the time fixed for opening. Negligence on the part of the bidder in submitting the proposal confers no right for the withdrawal of the statement after it has been opened.

### **J. Bidders Present**

At the time fixed for the closing of the qualifications, the proposer's name will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the proposals until award is made.

### **K. Conflict of Interest**

Respondents shall complete the Conflict of Interest Form listed in the Appendices. By submitting this proposal,

the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the District or any other conflict as may be set forth herein.

**L. Collusion**

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the District believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this BVB and any resulting contract.

By responding to this BVB, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

**SPACE INTENTIONALLY LEFT BLANK**

**XIII. APPENDICES**

Appendix I- References

Appendix II- Cost Form

Appendix III- Non-Collusion Affidavit

Appendix IV- Conflict of Interest

**APPENDIX I- REFERENCES**

<b>REFERENCE #1</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the size of the entity, i.e. square footage):	

<b>REFERENCE #2</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the size of the entity, i.e. square footage):	

<b>REFERENCE #3</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the size of the entity, i.e. square footage):	

***Contractor must ensure the accuracy of the information provided.***

**APPENDIX II- COST FORM**

Location	Monthly Cost	Annual Cost
Adult Education		
Applied Technology Center		
Belleview Elementary School		
Carroll School		
Castle Heights Middle School		
Central Child Development Ctr		
District Office		
Dutchman Creek Middle School		
Ebenezer Elementary School		
Ebinport Elementary School		
Finley Road Elementary School		
Flexible Learning Center		
Independence Elementary School		
India Hook Elementary School		
Lesslie Elementary School		
Mt. Gallant Elementary School		
Mt. Holly Elementary School		
Northside Elementary School		
Northwestern High School		
Oakdale Elementary School		
Old Pointe Elementary School		
Operations (Facilities Services)		
Rawlinson Road Elementary School		
Richmond Drive Elementary School		
Rock Hill High School		
Rosewood Elementary School		
Saluda Trail Middle School		
South Pointe High School		
Sullivan Middle School		
Sunset Park Elementary School		
Sylvia Circle		
Transportation		
York Road Elementary School		
District Three Stadium		
South Stadium		
<b>Total Cost</b> <b>This is your bid amount.</b>		

**ADDITIONAL COSTS:**

Wood Destroying Insects                    \$ \_\_\_\_\_ per occurrence  
(Termites, carpenter ants, carpenter bees)

Urban Wildlife                                \$ \_\_\_\_\_ per occurrence  
(Skunks, flying squirrels, groundhogs, raccoons)

**Any overhead, expenses, travel, etc. must be factored into the Contractors quoted labor rate.** No additional charges will be paid by the District.

**CONTRACTOR NAME:** \_\_\_\_\_

**SPACE INTENTIONALLY LEFT BLANK**

**APPENDIX III- NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached BVB:

(2) He is fully informed respecting the preparation and contents of the attached BVB and of all pertinent circumstances respecting such BVB:

(3) Such BVB is genuine and is not a collusive or sham BVB:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached BVB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **District** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached BVB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

**Subscribed and sworn to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_

## APPENDIX IV: CONFLICT OF INTEREST

I, \_\_\_\_\_ (Offeror/Contractor), on behalf of myself and my company, and my sub-Contractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-Contractor(s), nor does Offeror or Offeror's sub-Contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-Contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-Contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any



Offeror, to prevent the existence of conflicting roles that might bias a consultant’s judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. 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.

**List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.**

**Please check only one box below.**

- No known actual or potential Conflicts of Interest are subject to disclosure.**
- All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.**

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6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
  
7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-Contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Subscribed and sworn to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**(Notary Public)**

My commission expires \_\_\_\_\_

**XIV. EXHIBITS**

Exhibit A- Service Locations

Exhibit B- Draft Contract

**Exhibit A: Service Locations**

<b>Facility Name</b>	<b>Address</b>	<b>Size: Acreage/Square Footage</b>
Adult Education	1234 Flint Street Extension	
Applied Technology Center	2399 West Main Street	
Belleview Elementary School	501 Belleview Road	
Carroll School	4789 Mobley Street Road	
Castle Heights Middle School	2382 Firetower Road	
Central Child Development Ctr	414 E. Black Street	
Cherry Park Elementary School	1835 Eden Terrace	
District Office	386 E. Black Street	
Dutchman Creek Middle School	4757 Mount Gallant Road	
Ebenezer Elementary School	242 Ebenezer Avenue	
Ebinport Elementary School	2142 India Hook Road	
Finley Road Elementary School	1089 Finley Road	
Flexible Learning Center	1234 Flint Street Extension	
Independence Elementary School	132 West Springdale Road	
India Hook Elementary School	2068 Yukon Drive	
Lesslie Elementary School	250 Neely Store Road	
Mt. Gallant Elementary School	4664 Mount Gallant Road	
Mt. Holly Elementary School	1800 Porter Road	
Northside Elementary School	840 Annafrel Street	
Northwestern High School	2503 West Main Street	
Oakdale Elementary School	1129 Oakdale Road	
Old Pointe Elementary School	380 Old Pointe School Road	
Operations (Facilities Services)	2171 West Main Street	
Rawlinson Road Elementary School	2631 West Main Street	
Richmond Drive Elementary School	1162 Richmond Drive	
Rock Hill High School	320 West Springdale Road	
Rosewood Elementary School	2240 Rosewood Drive	
Saluda Trail Middle School	2300 Saluda Street	
South Pointe High School	801 Neely Road	
Sullivan Middle School	1825 Eden Terrace	
Sunset Park Elementary School	1036 Ogden Road	
Sylvia Circle Family Learning Ctr	929 Sylvia Circle	
Transportation	1060 Goldenrod Drive	
York Road Elementary School	2254 West Main Street	
District Three Stadium	211 S. Cherry Road	
District Three South Stadium	801 Neely Road	



**CONTRACT FOR SERVICES**

**19-2002 Pest Control Services**

This Contract entered into this    day of November, 2019 between Rock Hill School District (hereinafter called the "District"), its successors and assigns, and \_\_\_\_\_ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the District desires to retain the services of the Contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**A. CONTRACT FOR SERVICES**

The District hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

**B. SCOPE OF WORK AND TIME OF PERFORMANCE**

The Contractor shall in a satisfactory and proper manner as determined by the District perform tasks as identified necessary to complete project(s) as outlined in Appendix A- Scope of Work, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the District and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any District control over the details of Contractor's performance.

This contract shall be for one year, beginning in November 2019. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. The option to renew shall require the mutual agreement of both parties at least sixty (60) days prior to expiration. The total term of this contract shall not exceed beyond October 31, 2024. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

Notice of rate increases must be sent to the Purchasing Department located at 2171 West Main Street, Rock Hill, SC 29732 or emailed to [PROCUREMENT@RHMAIL.ORG](mailto:PROCUREMENT@RHMAIL.ORG).

## EXHIBIT B

### C. METHOD OF PAYMENT

A. This is a NO COST service and in no event will there be compensation.

B. Payment shall be made for work performed as requested. Pricing shall be in accordance to Appendix B.

### D. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

### E. NON-APPROPRIATIONS

Any contract entered into by the District shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

### F. ACCIDENTS

The Contractor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the Contractor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the Contractor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the Contractor. The Contractor shall take all precautions necessary to protect the public against injury.

### G. TERMINATION

Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) day advance written notice is given to the contractor.

**Termination for Convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

**Termination for Cause.** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.

### H. SOUTH CAROLINA LAW CLAUSE

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state.

## **EXHIBIT B**

Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized/licensed to do business in this state. By submission of this signed contract, the Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

### **I. PATENTS**

The Contractor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Bid.

### **J. GUARANTEE**

The Contractor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the Contractor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

### **K. INDEMNITY**

Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Contract and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

### **L. WORKMANSHIP**

All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the District's representative.

### **M. LIABILITY**

The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The Contractor or his insurer shall reimburse the District for any such damage or loss within 30 days.

### **N. Subcontracting**

The Contractor shall not subcontract any portion of this contract without prior written approval from the District, which consent shall not be unreasonably withheld provided, Contractor remains liable for performance of all items of this contract.

## **EXHIBIT B**

### **O. LAWS**

The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

### **P. DEFAULT**

In the event the Contractor defaults on any part or all of his bid, the District reserves the right to purchase any or all of the services in default in the open market and charge the defaulting Contractor for the difference of the cost. Should such charge be assessed, no subsequent bids of the defaulting contractor shall be considered unless assessed charge has been satisfied.

### **Q. INSURANCE**

Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

#### **A. WORKERS' COMPENSATION**

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$100,000 Disease - Policy Limit

#### **B. COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$ 5,000 Medical Payments

#### **C. COMMERCIAL AUTOMOBILE LIABILITY**

- \$1,000,000 Combined Single Limit - Any Auto

### **R. PERSONNEL**

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.



**EXHIBIT B**

WITNESS AS TO DISTRICT:

\_\_\_\_\_

ROCK HILL SCHOOL DISTRICT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS AS TO CONTRACTOR:

\_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DRAFT